

AMENDED AND RESTATED BYLAWS
OF
CONGREGATION OR AMI
(a California Nonprofit Religious corporation)

I. NAME, PURPOSE, CHARTER, AFFILIATION, AND FISCAL YEAR

A. Name

This non-profit, religious corporation, formed pursuant to the laws of the State of California, shall operate as a congregation of the Jewish faith, and shall be known as CONGREGATION OR AMI (the “Congregation”).

The initial principal executive office of the Congregation is 26115 Mureau Road, Suite B, Calabasas, California 91302. The Board of Directors may select and approve a different location for the principal executive office of the Congregation within the County of Los Angeles, State of California.

B. Purpose

The purpose of the Congregation is to promote the fundamental and enduring principles of Judaism and to ensure the continuity of the Jewish people. The Congregation is established on the basis of the following principles:

1. A commitment to worship in the Reform Jewish tradition through the teaching of Torah (lifelong Jewish education) to all Partners – children and adults – to deepen their knowledge and understanding of the riches of Judaism.
2. Creating a kind, open, inclusive, and welcoming atmosphere in which the thoughts and ideas of all Partners may be expressed, heard, and incorporated into the operations of the Congregation. The Congregation welcomes and embraces all Partners of our community, including interfaith couples and families, individuals, couples and families with disabilities, multicultural and multiethnic individuals, couples and families, and LGBTQ+ individuals, couples and families.
3. Fostering and promoting *tikkun olam* (repairing the world) through the support of social action and the pursuit of social justice.
4. Maintaining a democratic governing process so that the functioning of the Congregation is determined by its Partners.

In fulfilling their duties, as outlined in these Bylaws, the Clergy, Officers, Staff, and Board of Directors shall work in a sacred Partnership to manage, administer, and support opportunities for study, worship, and acts of loving kindness.

C. Charter

The Congregation is organized exclusively for charitable, religious, and educational purposes under section 501(c)(3) of the Internal Revenue Code.

D. Affiliation

The Congregation shall be a member of the Union of Reform Judaism (URJ), abide by the URJ's Constitution and bylaws, and pay dues required by those bylaws.

E. Fiscal Year

The Congregation's fiscal year is from July 1 of each year through the following June 30. The Board of Directors may designate a different fiscal year in its discretion.

II. PARTNERSHIP

A. Classification of Partners

The Congregation shall have one class of Partners only, and each Partner shall have equal voting and other rights. No person shall hold more than one Partnership in the Congregation. However, the Board of Directors may establish special Partnership classifications with such provisions and benefits as it deems advisable.

B. Eligibility for Partnership

Any natural person over the age of eighteen (18) years is eligible to be a Partner of the Congregation. The Customary unit of Partnership shall be the household. The household shall be construed to include an adult individual (*i.e.*, 18 years of age or older) who subscribes to the purposes of the Congregation as state herein, the Partner of such adult (*i.e.*, spouse or significant other), if any, and any child or children (age 25 or under) of such Partner, spouse or significant other. Each such individual in a household shall be considered and referred to herein as a "Partner." All complementary and honorary Partnerships shall be non-voting.

C. Qualification of Partners

Any person eligible for Partnership under Section II.B of these Bylaws is qualified for Partnership only after such person has completed all applications required for Partnership including the execution of all forms and the provision of all information in a truthful and accurate manner.

D. Admission to Partnership

Any person eligible for Partnership under Section II.B of these Bylaws and qualified for Partnership under Section II.C of these Bylaws, shall be admitted to Partnership only on the approval of the Board of Directors or Partnership Committee duly authorized by resolution to admit Partners following completion of an application submitted by such person in such form and in such manner as

shall be prescribed by the Board of Directors and on the payment of the financial commitment as shall be specified by the Board of Directors. The financial commitment payable to the Congregation shall be in such amounts as shall be determined by resolution of the Board of Directors. Such financial commitment shall be payable for the first year on admission to Partnership and annually thereafter at such time or times as may be fixed by the Board of Directors. A Partner, on learning of the amount of the financial commitment determined by the Board of Directors and the time or times of payment fixed by the Board of Directors, may avoid liability for the financial commitment by promptly resigning from Partnership, except where the Partner is, by contract or otherwise, liable for such financial commitment.

E. Assessment

Partnerships are subject to financial assessments which may be levied and collected in such amounts and at such times as shall be determined by resolution of the Board of Directors. Any Partner, on learning of an assessment may avoid liability for the assessment by promptly resigning from Partnership, except where the Partner is, by contract or otherwise, liable for such assessment.

F. Number of Partners

The Board of Directors of the Congregation may limit the number of Partners the Congregation may admit.

G. Partnership Transferability and Termination

1. Neither a Partnership in the Congregation nor any rights in the Partnership may be transferred or assigned for value or otherwise, however, death or divorce shall not terminate the Partnership of the surviving spouse or significant other. In the case of divorce, where both adult Partners wish to remain a Partner of the Congregation, both shall remain Partners for the remainder of the Partnership year and the Partnership shall be entitled to vote as one Partnership unit in accordance with these Bylaws. Thereafter, each Partner shall obtain his, her or their own Partnership.

2. The Partnership and all rights of the Partnership shall automatically terminate on the occurrence of any of the following causes: (i) the death of a Partner (except as noted above in Section II.G.1); (ii) the voluntary resignation of a Partner; (iii) where a Partnership is issued for a period of time, the expiration of such period of time; and (iv) the suspension or expulsion of a Partner as set forth in section II.K. Upon termination, neither the former Partner nor his, her, or their heir shall be entitled to a refund of the former Partner's payment of the financial commitment.

3. All rights of a Partner in the Congregation and in its property shall cease on the termination of such Partner's Partnership. Termination shall not relieve the Partner of any financial commitment for services or benefits actually rendered, arising from contract or otherwise. The Congregation shall retain the right to enforce any such obligation or obtain damages for its breach.

H. Term

Upon the acceptance and approval of a Partnership by the Board of Directors or Partnership Committee duly authorized by resolution to admit Partners, such Partnership shall continue until terminated by resignation or expulsion.

I. Status

A Partner shall be in good standing as long as the Partner's application has been approved and the Partner has met his/her/their financial obligations to the Congregation in a timely manner.

J. Responsibility of Partnership

All Partners are expected to financially support the Congregation and its programs. Prior to the commencement of each fiscal year, the Board of Directors shall specify the yearly financial commitment required to be paid by each Partner. The Board of Directors may also levy special assessments and obligations upon the Partners as reasonably necessary. The Board of Directors shall specify other assessments or charges for specific programs, activities, or other congregational needs such as facilities and security. The amount of any such financial commitment may be adjusted by the Board of Directors, or its' designee, according to a Partner's ability to pay so as not to deny Partnership to anyone who desires to be a Partner based upon their financial situation.

K. Suspension or Expulsion of Partners

1. A Partner whose payment of their financial commitment is in arrears and who has not made satisfactory arrangement with the Congregation for such payment (or obtained approval from the Board of Directors, or its' designee, for an adjustment to their financial commitment), is no longer entitled to the rights and privileges of a Partner in good standing. After consultation with the Senior Rabbi, the President may suspend or expel a Partner from Partnership in the Congregation for non-payment of their financial commitment.

2. A Partner whose personal actions or statements are inconsistent with the moral and ethical standards of the Congregation and the Reform movement (as defined by the then-current URJ Code of Ethics or the Congregation's Code of Conduct), after consultation with the Senior Rabbi, the President may suspend or expel a Partner from Partnership in the Congregation upon such terms as the President shall direct.

3. An Officer of the Congregation shall inform the Partner in writing of such suspension or expulsion and the basis thereof. The suspension or expulsion shall be effective immediately upon written notice to such Partner.

4. Within 30 days after service of such written notice of suspension or expulsion, the Partner shall have the right to appeal their suspension or expulsion in writing to the Board of Directors. The appeal shall be considered and acted upon by the Board of Directors within not more than sixty (30) days after submission of the appeal. In its discretion, the Board of Directors, or its' designee, may, but is not required to, meet with the Partner or others involved in the matter. Thereupon

the Board of Directors by a majority vote shall affirm, reverse, or modify the suspension or expulsion, and an Officer of the Congregation shall promptly inform the Partner of the Board of Director's decision in writing. In the event of an appeal to the Board of Directors by any suspended or expelled Partner under this section II.K, the decision of the Board of Directors shall be final. Except to the extent stated in this section II.K, a suspended or expelled Partner shall have no right to contest, challenge, or appeal their expulsion. The deliberations of the Board of Directors and the basis of its decision on any appeal taken hereunder are confidential and are not required to be disclosed to the Partner or anyone else.

L. Partnership Book

The Congregation shall keep in written form, or in any form capable of being converted into written form, a Partnership book containing the name, address, and class of each Partner. The book shall also contain the fact of termination and the date on which such Partnership ceased. Such book shall be kept at the principal office of the Congregation.

M. Non-Liability of Partners

A Partner of the Congregation shall not be personally liable for the debts, obligations, or liabilities of the Congregation as a result of their partnership in the Congregation.

III. MEETING OF PARTNERS

A. Place

Meetings of Partners shall be held at the office of the Congregation or at such location within the County of Los Angeles, State of California as may be designated from time to time by resolution of the Board of Directors.

B. Annual Meetings

The Partners shall meet annually on the Third Tuesday of May in each year beginning with the year 2025, at 7:00 P.M. for the purpose of transacting such proper business as may come before the meeting, including the election of Directors for such terms as are fixed in Section IV.D of these Bylaws and the election of Officers for such terms as are fixed in Section VI.B of these Bylaws. The Board of Directors may fix the date of the annual meeting at a time of May other than as stated above with notification to the Partners as required by Section III.D of these Bylaws. If the day fixed for the annual meeting of Partners falls on a legal holiday, such meeting shall be held at the same hour and place on the next succeeding business day.

C. Special Meetings

Special meetings of Partners shall be called by the Board of Directors, the President of the Congregation, or Twenty-Five (25) percent or more of the Partners of the Congregation and held at such place, within the State of California as is fixed in Section III.A of these Bylaws or at such time and place within the County of Los Angeles, State of California as may be set by a resolution of the

Board of Directors, the President, or Twenty-five (25) percent or more of the Partners of the Congregation.

D. Notice of Meetings

1. Written notice of every annual meeting of Partners provided in Section III.B shall be either personally delivered, mailed by first-class United States mail, postage pre-paid, and/or emailed to each Partner not less than 30 days and not more than 90 days before the date of the meeting. Written notice of every special meeting of Partners provided in Section III.C shall be either personally delivered, mailed by first-class United States mail, postage pre-paid, and/or email to each Partner not less than 10 days and not more than 90 days before the date of the meeting. Notice of the annual or special meeting of the Partners shall also be posted on the Congregation's website.

2. Each such notice shall be sent to the Partner at the physical address of such Partner appearing on the books of the Congregation or at the email address given by the Partner to the Congregation for the purpose of notice.

3. No Annual or no Special Meeting of Partners may be adjourned for more than 45 days. If a meeting is adjourned to another time or place, and thereafter a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given (by hand, first-class United States mail, posted pre-paid or email) to each Partner of record who, on the record date for notice of the meeting, is entitled to vote at the meeting.

E. Contents of Notice

The notice of the annual or the special meeting of the Partners shall state the place, date, and time of the meeting. In the case of the annual meeting, the notice shall state those matters which the Board of Directors, at the time the notice is given, intends to present to the Partners for a vote. The notice of any meeting at which Directors are to be elected shall include the names of all those who are nominees at the time the notice is given to the Partners. Notice of the annual meeting shall be accompanied by an absentee ballot for the election of the Board of Directors and Officers and a solicitation of a proxy by the Board of Directors. In the case of a special meeting, the notice shall generally describe the matters to be discussed and any action to be presented to the Partners for a vote.

F. Waivers, Consents, and Approvals

The transactions of any meeting of the Partners, however called and noticed, and wherever held, shall be as valid as though a meeting had been duly held after notice, if a quorum is present either in person or by proxy, or by absentee ballot, and subsequent results of the meeting is sent to the Partners in accordance with the Notice provisions contained Section III.D of these Bylaws.

G. Quorum

A quorum at any meeting of Partners shall consist of those Partners entitled to vote who are in attendance in person or have submitted an absentee ballot or proxy. In no event shall a quorum be constituted of less than twenty-five (25) percent of the Partners entitled to vote.

H. Adjournment for Lack of Quorum

In the absence of a quorum, any meeting of Partners may be adjourned by the vote of a majority of the Partners present either in person or by proxy, but no further business may be transacted.

I. Voting of Partnership

1. One Vote Per Partner Household. Each Partnership unit in good standing at the time of the Annual or the Special Meeting of the Partners is entitled to one vote on each matter submitted to a vote of the Partners. The Election of the Board of Directors and the election of the Officers shall require the approval of a majority of the Partnership units present at the Annual Meeting or the Special Meeting of the Partners, including by proxy or absentee ballot. All other matters presented to the Partners for a vote, including any action to be taken by the Congregation, shall require the approval of a majority of the Partnership units, including by proxy or absentee ballot.

2. Proxy and Absentee Ballot. Partners entitled to vote shall be permitted to vote or act by absentee ballot or written proxy as provided by these Bylaws.

J. Action without Meeting by Written Ballot

1. Ballot Requirements. Any action which may be taken at the Annual or the Special Meeting of Partners may be taken without a meeting by written ballot. To take such action by written ballot, the Board of Directors, President, or Partners shall distribute a written ballot (on paper or electronically) to every Partner entitled to vote on the matter. The ballot shall set forth the proposed action and provide a reasonable time within which to return the ballot to the Congregation. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at the Annual or the Special meeting of Partners, and the number of approvals equals or exceeds the number of votes that would be required to approve the action at the Annual or the Special Meeting the Partners.

2. Solicitation of Ballots. Ballots shall be solicited in a manner consistent with the requirements of giving notice of meetings set forth in Section III.D of these Bylaws and of voting by written ballot set forth in Section III.J.3 of these Bylaws. All such solicitations shall indicate the number of responses needed to meet the quorum requirement and shall state the percentage of approval necessary to take the specified action. The solicitation shall specify the time by which the ballot must be received in order to be counted.

3. Voting By Written Ballot. The form of written ballots (on paper or electronically) distributed shall afford each Partner the opportunity to specify a choice between approval and disapproval of each matter or group of related matters to be decided. The form shall also provide, subject to reasonable specified conditions, that where the Partner specifies a choice with respect to any such matter, the vote must be cast in accordance therewith. In any election of Officers and Directors, any form of written ballot in which the Directors or Officers to be voted upon are named therein as candidates and which is marked by a Partner "withhold" or otherwise marked in a manner indicating that the authority to vote for the election of Officers and Directors is withheld shall not be voted either for or against the election of a Director or Officer.

4. Revocation of Ballot. Unless otherwise provided in the Articles of Incorporation of the Congregation or these Bylaws, a written ballot may not be revoked except by the Partner casting a substitute ballot by a writing (on paper or electronically) either expressly revoking or substitute the ballot received by the Congregation prior to the time specified on the ballot for its receipt by the Congregation. Such a revocation shall be effective on its receipt by the Secretary of the Congregation.

K. Conduct of Meetings

1. Chairperson. The President of the Congregation or, in the President's absence, any other person chosen by a majority of the voting Partners present in person or by proxy shall be Chairperson of and shall preside over the meetings of the Partners.

2. Secretary of Meeting. The Secretary of the Congregation shall act as the secretary of all meetings of Partners; provided that in their absence, the Chairperson of the meetings of Partners shall appoint another person to act as secretary of the meetings.

3. Appointment. In advance of any meeting of the Partners or any action by written ballot (on paper or electronically), the Board of Directors may appoint any person, other than candidates for office as the inspector(s) of election. If inspector(s) of election are not so appointed for any meeting, or if any person so appointed fails to appear or refuses to act, the Chairperson of the meeting may, and on request of any Partner or Partner's proxy must, appoint inspector(s) of election at the meeting. If inspector(s) of election are not so appointed for any action by written ballot, or if any person so appointed refuses to act, the President of the Congregation must appoint inspectors of election for the written ballot upon request of any Partner or Partner's proxy. The number of inspectors shall be either one (1) or three (3). If appointed at a meeting on the request of one or more Partners or proxies, the majority of Partners represented in person or by proxy shall determine whether one (1) or three (3) inspectors are to be appointed.

4. Duties. The inspectors of election shall perform the following duties: (i) determine the number of voting Partnerships outstanding, and when applicable the number represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies; (ii) receive votes, ballots, or consents; (iii) hear and determine all challenges and questions in any way arising in connection with the right to vote; (iv) count and tabulate all votes and consents; (v) determine when the polls shall close; (vi) determine the result, and (vii) do any other acts that may be proper to conduct the election or vote with fairness to all Partners. The Inspector(s) shall perform their duties impartially, in good faith, to the best of their ability and as expeditiously as is practical.

5. Vote of Inspectors. If there are three (3) inspectors of election, the decision, act, or certificate of a majority, is effective in all respects as the decision, act, or certificate of all.

6. Report and Certificate. On request of the Chairperson or any Partner or Partner's proxy, the inspector(s) of election shall make a report in writing (on paper or electronically) concerning the performance of their duties and execute a certificate of any fact found by them. Any report or certificate made by the Inspectors shall be prima facie evidence of the facts stated therein.

IV. DIRECTORS

A. Director's Involvement

The privilege of serving on the Board of Directors is an honor. As the chosen leaders of the Congregation, directors are expected to be visible and accessible to other Partners by routinely and consistently attending worship services, study sessions, activities, and programs, as well as regularly attending meetings of the Board of Directors and the Congregation.

B. Powers

Subject to the provisions of the California Corporations Code (the "Code") and any limitations in the Articles of Incorporation and these Bylaws, the business and affairs of the Congregation shall be managed, and all corporate powers shall be exercised by, or under the direction of, the Board of Directors. Unless otherwise stated in these Bylaws, a vote by the majority of the Board of Directors in attendance at a regular or special meeting concerning any matter shall be binding and conclusive. The Board of Directors shall, among other things, (i) be responsible and accountable to the Congregation for oversight of the affairs, funds, records, and property of the Congregation; (ii) approve the terms and conditions of employment or the renewal of employment of all full time, part time, and interim Clergy, (iii) act on all matters of policy and shall perform such other duties and have such other responsibilities as the Partners in annual or special meeting may prescribe; and (iv) approve the annual budget of the Congregation. Moreover, at least once each year the Board of Directors shall determine which Officers and Directors, if any, in addition to the President and the Chief Financial Officer, shall have authority to sign checks and other financial instruments on behalf of the Congregation.

C. Number of Directors

The authorized number of Directors of the Congregation shall be not less than ten (10) nor more than twenty-one (21). The exact number of Directors of the Congregation shall be determined by a resolution duly adopted by the Board of Directors or the Partners. The minimum and maximum number of directors may be changed, or a definite number may be fixed without provision for an indefinite number, by a duly adopted amendment to the Articles of Incorporation or by an amendment to these Bylaws. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires. Only Partners of the Congregation in good standing may serve as a member of the Board of Directors. The Senior Rabbi of the Congregation shall be an *ex officio* non-voting member of the Board of the Directors.

D. Election and Term of Directors

At each annual meeting of the Partners as prescribed in Section III.B of these Bylaws, directors shall be elected to hold office for a two (2) year term. Each director, including a director elected by the Board of Directors to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified, except in the case of the death, resignation, or removal of such a director.

E. Removal, Resignation and Vacancies of Directors

Except as provided in the Articles of Incorporation, a director may be removed only in accordance with the applicable provisions of the Code. Any director may resign effective upon giving oral or written notice to the President, the Secretary, or the Board of Directors, unless the notice specifies a later time for the effectiveness of such resignation. A vacancy or vacancies in the Board of Directors shall be deemed to exist (i) in the event of the death, resignation, or removal of any director, or (ii) if the Board of Directors by resolution declares vacant the office of a director in accordance with the Articles of Incorporation or the Code.

F. Appointment of Replacement of New Directors

Upon the effective date of a vacancy in the office of a director due to the death, resignation, or removal of such director, after consideration of the recommendation of the President, the Board of Directors shall appoint a successor director to take office and serve out the remaining term of the departing director.

G. Place of Meetings; Virtual Meetings of Board of Directors

Regular meetings of the Board of Directors may be held at any place within or outside the State of California that has been designated from time to time by resolution of the Board of Directors. In the absence of such a designation, regular meetings shall be held at the principal executive office of the Congregation. Special meetings of the Board of Directors may be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the Congregation.

Members of the Board of Directors may participate in a meeting virtually through the use of a telephone or on-line platform or similar communications equipment, so long as all directors participating in such meeting can hear one another. Participation in a meeting pursuant to this paragraph constitutes presence in person at such meeting.

H. Regular Meetings

Regular meetings of the Board of Directors may be held without notice if the time and place of such meetings are fixed in advance by the Board of Directors.

I. Special Meetings; Notice

Subject to the provisions of the following paragraph, special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, any Vice President, the Secretary or any five (5) directors.

Notice of the time and place of special meetings shall be delivered personally, by first-class United States mail, postage pre-paid, or by email addressed to each director at that director's physical or email address as it is shown on the records of the Congregation. If the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of the holding of the meeting.

If the notice is delivered personally or by email, it shall be given at least forty-eight (48) hours before the time of the holding of the meeting.

J. Quorum

A majority of the authorized number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, subject to the provisions of Section 5234 of the Code (as to approval of contracts), Section 5233 of the Code (as to transactions in which a director has a direct or indirect material financial interest), Section 5212 of the Code (as to appointment of committees), Section 5238 of the Code (as to indemnification of directors), the Articles of Incorporation, and other applicable law.

A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for such a meeting.

K. Waiver of Notice

Notice of a meeting need not be given to any director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A waiver of notice need not specify the purpose of any regular or special meetings of the Board of Directors.

L. Adjournment

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

M. Notice of Adjournment

If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time and place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

N. Board Action by Written Consent Without a Meeting

Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if a majority of all members of the Board of Directors individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors.

O. Compensation of Directors

Directors, Officers, and members of committees shall not receive compensation for their services unless otherwise determined by resolution of the Board of Directors. This Section IV.O shall not be construed to preclude any director from serving the Congregation in any other capacity as an agent, employee, or otherwise and receiving compensation for such services.

V. **COMMITTEES**

A. Special Committees

The Board of Directors may, by resolution adopted by a majority of the Directors present at a meeting duly held at which a quorum is present designate one (1) or more committees, each consisting of two (2) or more Directors or Partners, to serve at the pleasure of the Board of Directors. The Board of Directors may designate one or more Directors or Partners as alternate members of any committee, who may replace any absent member at any meeting of the Committee. The appointment of members or alternate members of a committee requires the vote of a majority of the Directors present at a meeting duly held at which a quorum is present. Any such committee shall have authority to act in the manner and to the extent provided in the resolution of the Board of Directors and may have all the authority of the Board of Directors, except with respect to: (i) the filling of vacancies on the Board of Directors or in any committee; (ii) the fixing of compensation of the Directors for serving on the Board of Directors or on any committee; (iii) the amendment or repeal of these Bylaws or the adoption of new Bylaws; (iv) the amendment or repeal of any resolution of the Board of Directors which by its express terms may not be amended or repealed, (v) the appointment of any other committees of the Board of Directors or the members thereof.

B. Meetings and Action of Committees

Meetings and actions of committees shall be governed by and held and taken in accordance with the provisions of Article IV of these Bylaws, with such changes in the context of those Bylaws as are necessary to substitute the committee for the Board of Directors, provided; however, that the time of regular meetings of committees shall be determined either by resolution of the Board of Directors or by resolution of the committee. The Board of Directors may adopt rules for the governing of committees not inconsistent with the provisions of these Bylaws.

VI. **OFFICERS**

A. Officers

The officers of the Congregation shall be a President, a Vice President, a Secretary, and a Chief Financial Officer. The Congregation may also have at the discretion of the Board of Directors, more than one Vice President, and such other officers as may be appointed in accordance with the provisions of Section VI.C of these Bylaws. If there is more than one Vice President, the Board of Directors shall designate one of them as the "Senior Vice President."

B. Election of Officers

The officers of the Congregation, except such officers as may be appointed in accordance with the provisions of Section VI.C or Section VI.E of these Bylaws, shall be elected by the Partners at the annual or at a special meeting of the Partners to serve for a period of one year or until the next annual meeting of the Partners.

C. Subordinate Officers

The Board of Directors may appoint or may empower the President to appoint, such other officers as the business of the Congregation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may from time to time determine.

D. Removal and Resignation of Officers

Subject to the rights, if any, of an officer under any contract of employment, all officers serve at the pleasure of the Board of Directors and any officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting of the Board of Directors or, except in case of an officer chosen by the Board of Directors, by any officer upon whom such power of removal may be conferred by the Board of Directors. Any officer may resign at any time by giving written notice to the President, the Secretary, or the Board of Directors. Any resignation shall take effect upon the receipt of such notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

E. Vacancies In Office

Upon the effective date of a vacancy in any office of any officer due to the death, resignation, removal, disqualification or any other cause, after consideration of the recommendation of the President, the Board of Directors shall appoint a successor officer to take office and serve out the remaining term of the departing officer.

F. President

The President shall be the chief executive officer of the Congregation and shall, subject to the control of the Board of Directors, have general supervision, direction, and control of the business and the officers of the Congregation. The President shall preside at all meetings of the Board of Directors, the Executive Committee, and the Partners. The President shall have the general powers and duties of management usually vested in the office of President of a Congregation and shall have such other powers and duties as may be prescribed by the Board of Directors or these Bylaws. The President shall have authority to sign checks and other financial instruments on behalf of the Congregation. No member of the clergy serving the Congregation may serve as the President of the Congregation. The President must be Jewish as defined by Reform Judaism.

G. Vice President(s)

In the absence or disability of the President, the Senior Vice President shall perform all of the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board of Directors, these Bylaws, or the President. The Vice Presidents must be Jewish as defined by Reform Judaism, unless a majority of the Board of Directors approve the selection of a Vice President who is not Jewish.

H. Secretary

The Secretary shall keep or cause to be kept at the principal executive office of the Congregation or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of Board of Directors, committees of directors, and Partners. The minutes shall show the time and place of each meeting, whether annual, regular, or special (and, if special, how authorized and the notice given), the names of those present at directors' meetings or committee meetings, and the proceedings thereof. In the discretion of the Secretary, the minutes may be maintained in digital form in lieu of paper copies. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors required to be given by law or by these Bylaws. The Secretary shall keep the seal of the Congregation, if one be adopted, in safe custody and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by these Bylaws. The Secretary must be Jewish as defined by Reform Judaism, unless a majority of the Board of Directors approve the selection of a Secretary who is not Jewish.

I. Chief Financial Officer

The Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Congregation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director. In the discretion of the Chief Financial Officer, the books and records may be maintained in digital form in lieu of paper copies. The Chief Financial Officer shall deposit all money and other valuables in the name and to the credit of the Congregation with such depositories as may be designated by the Board of Directors. The Chief Financial Officer shall have authority to sign checks and other financial instruments (including electronic/on-line approvals) on behalf of the Congregation. The Chief Financial Officer shall disburse the funds of the Congregation as may be ordered by the Board of Directors, shall render to the President and Board of Directors on a regular basis, or when otherwise requested, an account of all of the Congregation's financial transactions and of the financial condition of the Congregation and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or these Bylaws. The Chief Financial Officer must be Jewish as defined by Reform Judaism, unless a majority of the Board of Directors approve the selection of a Chief Financial Officer who is not Jewish.

J. Executive Committee

1. The Executive Committee of the Congregation shall be composed of all of the Officers, the immediate past President of the Congregation, and up to two other members of the Board of Directors or Partners selected by the President. The Senior Rabbi of the Congregation shall be an *ex officio* non-voting member of the Executive Committee. The Executive Committee shall advise and assist the President, Clergy, and Staff with the business affairs of the Congregation. The President shall determine the frequency, dates, and times for all meetings of the Executive Committee and the subject matter to be discussed.

2. Each year, the Executive Committee shall meet to nominate a slate of Officers and Board of Directors (whose terms will be expiring at the end of the Fiscal Year) to be presented to Partners of the Congregation at the Annual Meeting. The slate of nominees of Officers and Board of Directors shall be reported to the Board of Directors no later than thirty (30) days prior to the Annual Meeting of the Partners and notice of said slate of nominees shall be provided to the Partners of the Congregation at least twenty-five (25) days prior to the Annual Meeting.

3. The Executive Committee shall not have the power to (i) adopt, amend, or repeal bylaws, (ii) amend or repeal any resolution of the Board of Directors (iii) employ any Clergy or other employee of the Congregation, (iv) exercise any power reserved to the Board of Directors by these Bylaws or the Articles of Incorporation of the Congregation, (v) exercise any power which the Board of Directors may determine from time to time shall not be exercised by the Executive Committee, and (vi) exercise any power which may not be delegated by the Board of Directors under California law.

VII. INDEMNIFICATION

A. Indemnification of Directors

The Congregation shall, to the maximum extent and in the manner permitted by the Code, indemnify each of its directors against expenses (as defined in Section 5238(a) of the Code), judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with any proceeding (as defined in Section 5238(a) of the Code), arising by reason of the fact that such person is or was a director of the Congregation. For purposes of this Article VII, a “director” of the Congregation includes any person (i) who is or was a director of the Congregation, (ii) who is or was serving at the request of the Congregation as a director of another foreign or domestic Congregation, Partnership, joint venture, trust, or other enterprise, or (iii) who was a director of a Congregation which was a predecessor Congregation of the Congregation or of another enterprise at the request of such predecessor Congregation.

B. Indemnification of Others

The Board of Directors may, by resolution adopted by a majority of the directors present at a meeting duly held at which a quorum is present, authorize the Congregation to indemnify each of its employees, officers, agents, and clergy (other than directors) against expenses (as defined in Section 5238(a) of the Code), judgments, fines, settlements, and other amounts actually and reasonably

incurred in connection with any proceeding (as defined in Section 5238(a) of the Code), arising by reason of the fact that such person is or was an employee, officer, or agent of the Congregation. For purposes of this Article VII, an “employee” or “officer” or “agent” or “clergy” of the Congregation (other than a director) includes any person (i) who is or was an employee, officer, agent, or clergy of the Congregation, (ii) who is or was serving at the request of the Congregation as an employee, officer, agent, or clergy of another foreign or domestic Congregation, Partnership, joint venture, trust, or other enterprise, or (iii) who was an employee, officer, agent, or clergy of a Congregation which was a predecessor Congregation of the Congregation or of another enterprise at the request of such predecessor Congregation.

C. Payment of Expenses in Advance

Expenses and attorney’s fees incurred in defending any civil or criminal action or proceeding for which indemnification is required pursuant to Section VII.A, or if otherwise authorized by the Board of Directors, shall be paid by the Congregation in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of the indemnified party to repay such amount if it shall ultimately be determined that the indemnified party is not entitled to be indemnified as authorized in this Article VII.

D. Indemnity Not Exclusive

The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under these Bylaws, agreement, vote of Board of Directors or applicable law, both as to action in an official capacity and as to action in another capacity while holding such office. The rights to indemnity hereunder shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of the person.

E. Insurance Indemnification

The Congregation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent, or clergy of the Congregation against any liability asserted against or incurred by such person in such capacity or arising out of that person's status as such, whether or not the Congregation would have the power to indemnify that person against such liability under the provisions of this Article VII.

F. Conflicts

No indemnification or advance shall be made under this Article VII, except where such indemnification or advance is mandated by law or the order, judgment, or decree of any court of competent jurisdiction, in any circumstance where it appears: (i) that it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of the action asserted in the proceeding in which the expenses were incurred, or other amounts were paid, which prohibits or otherwise limits indemnification; or (ii) that it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

G. Right to Bring Suit

If a claim under this Article is not paid in full by the Congregation within 90 days after a written claim has been received by the Congregation (either because the claim is denied or because no determination is made), the claimant may at any time thereafter bring suit against the Congregation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to be paid the expenses of prosecuting such claim.

The Congregation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Code for the Congregation to indemnify the claimant for the claim. Neither the failure of the Congregation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is permissible in the circumstances because he or she has met the applicable standard of conduct, if any, nor an actual determination by the Congregation (including its Board of Directors or independent legal counsel) that the claimant has not met the applicable standard of conduct, shall be a defense to such action or create a presumption for the purposes of such action that the claimant has not met the applicable standard of conduct.

H. Indemnity Agreements

The Board of Directors is authorized to enter into a contract with any director, officer, employee, agent, or clergy of the Congregation, or any person who is or was serving at the request of the Congregation as a director, officer, employee, agent, or clergy of another Congregation, Partnership, joint venture, trust or other enterprise, including employee benefit plans, or any person who was a director, officer, employee, agent, or clergy of a Congregation which was a predecessor Congregation of the Congregation or of another enterprise at the request of such predecessor Congregation, providing for indemnification rights equivalent to or, if the Board of Directors so determines and to the extent permitted by applicable law, greater than, those provided for in this Article VII.

I. Amendment, Repeal or Modification

Any amendment, repeal, or modification of any provision of this Article VII shall not adversely affect any right or protection of a director or agent of the Congregation existing at the time of such amendment, repeal, or modification.

VIII. RECORD AND REPORTS

A. Maintenance and Inspection of Corporate Records

The accounting books and records and the minutes of proceedings of the Board of Directors, and committees of the Board of Directors shall be kept at such place or places as are designated by the Board of Directors or, in absence of such designation, at the principal executive office of the Congregation. The minutes shall be kept in written form (on paper or electronically), and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form.

B. Inspection by Directors

Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind (physical or electronic) and to inspect the physical properties of the Congregation and each of its subsidiary Congregations, domestic or foreign. Such an inspection by a director may be made in person or by an agent or attorney and the right to inspection includes the right to copy such records, at the Director's sole expense.

IX. GENERAL MATTERS

A. Corporate Contracts and Instruments; How Executed

The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Congregation; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the Congregation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

B. Construction; Definitions

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the Code shall govern the construction of these Bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular.

C. California Corporations Code

Reference in these Bylaws to any provision of the California Corporations Code shall be deemed to include all amendments thereof.

X. NEW, AMENDED, OR REPEALED BYLAWS

A. New Bylaws may be adopted, or these Bylaws may be amended or repealed by the Board of Directors. Notwithstanding the foregoing, no such action shall materially and adversely affect the rights, privileges, preferences, restrictions or conditions of a Partner as to voting or transfer. New Bylaws may also be adopted, or these Bylaws may be amended or repealed by the vote of the Partners.

B. Without the approval of the Partners, the Board of Directors may not adopt, amend, or repeal any Bylaws that would: (i) increase the number of directors or extend terms of directors; (ii) allow any director to hold office by designation or selection rather than by election of the Partners except as provided in these Bylaws; (iv) increase the quorum for Congregational Meetings; or (v) authorize cumulative voting.

C. Whenever an amendment or new Bylaw is adopted, it shall be copied in the book of minutes with the original Bylaws. If any Bylaw is repealed, the fact of repeal, with the date of the meeting at which the repeal was enacted or written consent was filed, shall be stated in said book.

Approved at a meeting of the Board of Directors of Congregation Or Ami on September 24, 2024, at Calabasas, California.

Dated: 9/24/2024

A handwritten signature in black ink, appearing to read "Richard Rutkin", with a long horizontal flourish extending to the right.

By: Richard Rutkin

Its: President