

BYLAWS

of

WASHINGTON CONTINUING CARE RESIDENTS ASSOCIATION

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**BYLAWS
OF
WASHINGTON CONTINUING CARE RESIDENTS
ASSOCIATION**

ARTICLE I - PRINCIPAL PLACE OF BUSINESS

The principal office of the Washington Continuing Care Residents Association, a Washington nonprofit corporation, (the “**Association**”) shall be located at its principal place of business or such other place as the Board of Directors may designate. The Association may have such other offices, either within or without the State of Washington, as the Board of Directors may designate or as the business of the Association may require from time to time.

ARTICLE II - MISSION

The purposes for which the Association is organized are to promote social welfare within the meaning of section 501(c)(4) of the Internal Revenue Code, including, but not limited to, developing and advocating for legislation, regulations, government programs, and non-governmental programs to support, empower and improve the health, safety, and lives of seniors who reside in Continuing Care Retirement Communities.

ARTICLE III – MEMBERSHIP

3.1 Classes of Members. The Association shall initially have one class of members. Additional classes of members, the manner of election or appointment of each class of members, and the qualifications and rights of each class of members may be established by amendment to these Bylaws.

3.2 Qualifications for Membership. In order to qualify for membership, a potential member must be a resident of the State of Washington and must have paid the Association dues. The membership dues shall be determined annually by the Board of Directors. Members may have such other qualifications as may be prescribed by amendment to these Bylaws. The Association does not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

3.3 Voting Rights.

3.3.1 Each member entitled to vote with respect to the subject matter of an issue submitted to the members shall be entitled to one vote upon each such issue.

3.3.2 Each member entitled to vote at an election of Directors may cast one vote for as many persons as there are Directors to be elected and for whose election such member has a right to vote.

3.4 Annual Meeting. The annual meeting of the members of the Association for the election of Directors and officers and for the transaction of such other business as may properly come before the meeting shall be held each year on a date and at a time and place to be set by the Board of Directors. Regular meetings may also be held as determined by the Board. Meetings shall be governed by the current version of Robert's Rules of Order, as interpreted by the Secretary.

3.5 Special Meetings. Special meetings of the members for any purpose or purposes may be called at any time by a majority of the Board of Directors or by the President or by one or more members holding not less than one-quarter (1/4) of all the votes entitled to be cast at that meeting, to be held at such time and place as such majority of the Board or the President may prescribe.

If a special meeting is called by any person or persons other than the Board of Directors or the President, then the request shall be in writing, specifying the time of such meeting, to be held not less than twenty (20) nor more than sixty (60) days after the giving of the request for such meeting, and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the President or the Secretary of the Association. Upon receipt of such a request, the Secretary shall cause notice of such meeting to be promptly given to the members entitled to vote, in accordance with the provisions of Section 3.6 of these Bylaws. Except as provided below, if the notice is not given by the Secretary within ten (10) days after receipt of the request, then the person or persons requesting the meeting may give notice.

3.6 Notice of Meetings. Except as otherwise provided below, written notice stating the place, day, and time of the meeting shall be delivered by or at the direction of the President or the Secretary, or the Assistant Secretary, or the officers or persons calling the meeting, either personally or by mail, not less than ten (10) nor more than fifty (50) days before the date of any meeting of members, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, with postage thereon prepaid, addressed to the member at his or her address as it appears on the records of the Association. Notice of regular meetings other than the annual meeting shall be made by providing each member with the adopted schedule of regular meetings for the ensuing year at any time after the annual meeting and ten (10) days prior to the next succeeding regular meeting and at any time when requested by a member.

3.6.1 Notice of Special Meeting. In the case of a special meeting, the written notice shall also state with reasonable clarity the purpose or purposes for which the meeting is called and the actions sought to be approved at the meeting. No business other than that specified in the notice may be transacted at a special meeting.

3.6.2 Proposed Articles of Amendment or Dissolution. If the business to be conducted at any meeting includes any proposed amendment to the Articles of Incorporation or the proposed voluntary dissolution of the Association, then the written notice shall state that the purpose

or one of the purposes is to consider the advisability thereof, and, in the case of a proposed amendment, shall describe the proposed amendment with reasonable clarity and shall be accompanied by the language thereof.

3.6.3 Proposed Merger, Consolidation, Sale, Lease, Exchange, or Disposition. If the business to be conducted at any meeting includes any proposed merger, or consolidation, or any sale, lease, exchange, or other disposition of all or substantially all of the property and assets (with or without the goodwill) of the Association not in the usual or regular course of its business, then the written notice shall state that the purpose or one of the purposes is to consider the proposed plan of merger, consolidation, sale, lease, exchange, or disposition, as the case may be, shall describe the proposed action with reasonable clarity, and, if required by law, shall be accompanied by a copy or a detailed summary thereof; and written notice shall be given to each member, whether or not entitled to vote at such meeting, not less than twenty (20) days before such meeting, in the manner provided in Section 3.3 above.

3.6.4 Declaration of Mailing. A declaration of the mailing or other means of giving any notice of any members' meeting, executed by the Secretary, or the Assistant Secretary, of the Association giving the notice, shall be prima facie evidence of the giving of such notice.

3.6.5 Waiver of Notice. Notice of any members' meeting may be waived in writing by any member at any time, either before or after the meeting.

The attendance of a member in person or by proxy at a meeting shall constitute a waiver of notice of the meeting, except when a member attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

3.6.6 Electronic Notice. A notice to be provided by electronic transmission must be electronically transmitted. Notice to members in an electronic transmission that otherwise complies with the requirements of these Bylaws is effective only with respect to members who have consented, in the form of a record, to receive electronically transmitted notices. A member or director who provides consent, in the form of a record, to receipt of electronically transmitted notices shall designate in the consent the message format accessible to the recipient, and the address, location, or system to which these notices may be electronically transmitted. A member who has consented to receipt of electronically transmitted notices may revoke the consent by delivering a revocation to the Association in the form of a record. The consent of any member is revoked if the Association is unable to electronically transmit two consecutive notices given by the Association in accordance with the consent, and this inability becomes known to the Secretary of the Association or other person responsible for giving the notice. The inadvertent failure by the Association to treat this inability as a revocation does not invalidate any meeting or other action. Notice provided in an electronic transmission is effective when it (a) is electronically transmitted to an address, location, or system designated by the recipient for that purpose, and is made pursuant to the consent provided by the recipient.

3.7 Voting in Person or by Proxy. Members may vote in person or may vote by proxy executed in writing by the member or by his or her duly authorized attorney-in-fact.

3.8 Quorum, Vote Requirement. A quorum shall exist at any meeting of members if the members represented at the convening of a meeting is one more than one-tenth (1/10) of the members entitled to vote.

If a quorum is present, the affirmative vote of the majority of the members represented at any properly called or adjourned meeting and entitled to vote on the subject matter shall be the act of the members, unless the vote of a greater number or voting by classes is required by law or by the Articles of Incorporation or by these Bylaws.

3.9 Adjourned Meetings. An adjournment or adjournments of any members' meeting, whether by reason of the failure of a quorum to attend or otherwise, may be taken to such time and place as the chairperson of the meeting may determine without new notice being given if the time and place are announced at the meeting at which the adjournment is taken. However, if the adjournment is for more than forty-five (45) days from the date set for the original meeting, a new notice of the adjourned meeting shall be given to each member entitled to vote at the adjourned meeting, in accordance with the provisions of Section 3.6 of these Bylaws.

At any adjourned meeting, the Association may transact any business which might have been transacted at the original meeting.

Any meeting at which Directors are to be elected shall be adjourned only until a meeting with quorum can be scheduled to complete the election of such Directors.

3.10 Record of Members Entitled to Vote. The Secretary of the Association shall make, at least ten (10) days before each meeting of members, a complete record of the members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which record, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Association. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting for the purposes thereof. In cases where the record date is fewer than ten (10) days prior to the meeting because notice has been waived by all members, the Secretary shall keep such record available for a period from the date the first waiver of notice was signed to the date of the meeting.

3.11 Ratification. Any contract, transaction, or act of the Association or of the Directors or of any officer or officers of the Association which shall be ratified by a majority of a quorum of the members of the Association at any meeting shall be as valid and as binding as though ratified by every member of the Association.

3.12 Action By Members Without a Meeting. Any action which may be or which is required by law to be taken at any annual or special meeting of members may be taken without a meeting, without prior notice having been given and without a vote having been taken, if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote or, in the place of any one or more of such members, by a person holding a valid proxy to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote

of members and may be described as such in any articles or other document filed with the Secretary of State of the State of Washington.

3.13 Loans. The Association shall not lend money or credit to any of its members.

3.14 Disbursement of Income. The Association shall not make any disbursement of income to its members.

3.15 Compensation. The Association shall not pay compensation to its members for services rendered.

ARTICLE IV - BOARD OF DIRECTORS

4.1 Composition. The management of the affairs of the Association shall be vested in a Board of Directors. The initial Board of Directors shall be comprised of six (6) directors. Thereafter, the Board shall determine the number of directors by resolution, which shall not be less than four (4) or more than eight (8). The Board of Directors, by amendment of these Bylaws, may increase or decrease the number of directors, provided that no decrease in number shall have the effect of shortening the term of any incumbent.

4.2 Qualifications. Directors shall be members of the corporation. Direction may have such other qualifications as the Board may prescribe by amendment to these Bylaws.

4.3 Election.

4.3.1 Initial Directors. The initial Directors named in the Articles of Incorporation shall serve until the first annual meeting of members.

4.3.2 Successor Directors. Successor Directors shall serve two (2) year terms and be elected, when their term is expired, at the annual meeting of members.

4.4 Term of Office. Unless a Director dies, resigns or is removed, he or she shall hold office for a two (2) year term.

4.5 Annual Meeting. The annual meeting of the Board shall be held without notice immediately following and at the same place as the annual meeting of members for the purpose of transacting such business as may properly come before the meeting.

4.6 Removal. A Director may be removed by a two-thirds vote of the entire Board of Directors. Additionally, any director elected by members may be removed, with or without cause, by two-thirds of the votes cast by members having voting rights with regard to the election of any director, represented in person or by proxy at a meeting of members at which a quorum is present.

4.7 Vacancies. Any vacancy occurring on the Board of Directors by reason of the death, resignation, or removal of a Director may, by need not, be filled upon election of a

successor by majority vote of the entire Board of Directors. Such successor shall serve during the unexpired term of the Director whose position has become vacant.

4.8 Regular Meetings. The date, time and place of regular meetings of the Board shall be as designated from time to time by the Board. Notice of a regular meeting shall not be required if each Director has been furnished with a written schedule of the dates, times and locations of two or more regular meetings, more than three (3) days in advance of the date of the earliest meeting listed on such schedule. Otherwise, such regular meetings shall require at least three (3) days' advance notice to each Director, which may be delivered in person or by telephone or sent by mail, email, telegram or facsimile. Any member of the Board may waive notice of any regular meeting. Attendance at a meeting shall constitute waiver of notice of such meeting except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

4.9 Special Meetings. Special meetings of the Board may be called by the President or by any Director. Notice of any special meeting of the Board shall be given at least three (3) days prior to the meeting by notice delivered in person or by telephone or sent by mail, email, telegram or facsimile to each member of the Board except that a special meeting of the Board for the express purpose of amending either the Articles of Incorporation or amending the Bylaws of the corporation shall require notice to be given at least ten (10) days prior to said meeting. The business to be transacted at, and the purpose of, any such special meeting of the Board of Directors shall be specified in the notice of the meeting. Any member of the Board may waive notice of any special meeting. Attendance at a meeting shall constitute waiver of notice of such meeting except where a Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called.

4.10 Quorum. Fifty percent (50%) of the number of Directors then in office shall constitute a quorum for the transaction of business at any regular or special meeting.

4.11 Manner of Acting. The act of the majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Washington law.

4.12 Unanimous Consent. Any action required to be taken at a meeting of the directors of the corporation, or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors. Such consent shall have the same force and effect as a unanimous vote.

4.13 Committees. The Board of Directors by resolution adopted by a majority of the Directors in office may designate and appoint one or more committees, each of which shall consist of two (2) or more Directors, which committees to the extent provided in such resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, provided, however, that no such committee shall have the authority of the Board of Directors in reference to amending, altering or repealing the bylaws; electing, appointing or removing any member of any such committee or any Director or officer of the Corporation; amending the articles of incorporation; adopting a plan of merger or adopting a plan of

consolidation with another corporation; authorizing the sale, lease, or exchange of all or substantially all of the property and assets of the Corporation not in the ordinary course of business; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director of any responsibility imposed upon the Director by law. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint one or more advisory committees, each of which shall consist of Board and non-Board members, to advise the Board on such matters as may come before the committee; provided, that no such committee shall have or exercise any authority of the Board of Directors in the management of the Association. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director of any responsibility imposed upon the director by law.

4.14 Notice. Notice of the date, time and place of any meeting of the Board of Directors or any committee designated by the Board may be delivered by mail, private carrier, personal delivery, telegraph or teletype, telephone, wire or wireless equipment that transmits a facsimile of the notice, electronic transmission or personal communication. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director at his or her address as it appears on the records of the corporation, with postage thereon prepaid. Other written forms of notice are effective when received. Notice to Directors by electronic transmission is effective when transmitted to Directors who have consented in writing or by electronic transmission to receive electronically transmitted notices. A Director who provides consent to receipt of electronically transmitted notices shall designate in the consent the message format accessible to the recipient, the address, location or system to which the notice may be transmitted. Oral notice is effective when received.

4.15 Telephonic Meetings. Members of the Board of Directors (or any committee designated by the Board) may participate in a meeting of such Board (or committee) by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

4.16 Waiver of Notice. Notice of any meeting of the Board of Directors may be waived in writing by any Director at any time, either before or after the meeting.

ARTICLE V - OFFICERS

5.1 Officers. The officers of the Association shall be a President, one or more Vice Presidents, Secretary, and Treasurer. The officers are voting members of the Association. The Board may elect or appoint such other officers as it shall deem desirable, who shall have such authority and perform such duties as may be prescribed from time to time by the Board. Any two (2) or more offices may be held by the same person, except the offices of President and

Secretary. None of the officers except the President shall be required to be a member of the Board of Directors.

The Board of Directors may, in its discretion, appoint a Chairperson of the Board of Directors (the “**Chair**”); and, if a Chair has been appointed, the Chair shall, when present, preside at all meetings of the Board of Directors and shall have such other powers as the Board may prescribe. The Chair must be a Director of the Association.

5.2 Election. At each annual meeting of the Directors, immediately following the election of Directors, where applicable, the members of the Board shall elect officers for the forthcoming year. Officers shall be elected upon receiving the majority vote of the entire Board of Directors.

5.3 Term of Office. The officers of the corporation shall each serve for a term of one (1) year, which term shall start at the conclusion of the annual meeting at which they are elected and continue until their successors are elected and qualified. Officers may be elected by the Board of Directors to succeed themselves. Any officer may be removed by the affirmative vote of a majority of the entire Board of Directors (or, if such officer is a Director, a majority of all other members of the Board of Directors).

5.4 President. The President shall be the chief executive officer of the Association and, subject to the direction and control of the Board, shall supervise and control all of the assets, business, and affairs of the Association. The President may be assigned other duties from time to time by the Board of Directors. The President shall, unless a Chairperson has been appointed and is present, be a member of the Board of Directors, and shall preside at all meetings of the Board of Directors.

5.5 Vice President. In the absence of the President, or in the event of the President’s death, disability, or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers and be subject to all restrictions upon the President. The Vice President shall have such powers and discharge such duties as may be assigned from time to time by the President or by the Board.

5.6 Secretary. The Secretary shall keep the minutes of the meetings of the directors, maintain correspondence relating to the Association’s business, and give notice of meetings of the Association where required by these Bylaws or the Articles of Incorporation of the Association. The Secretary may be assigned other duties from time to time by the Board of Directors.

5.7 Treasurer. The Treasurer shall supervise the financial affairs of the Association and render periodic financial reports when requested by the Board of Directors. The Treasurer may be assigned other duties from time to time by the Board of Directors.

5.8 Vacancies. Any vacancy occurring by reason of the death, resignation, or removal of an officer may, but need not, be filled from time to time upon election of a successor by a majority vote of the entire Board of Directors. Such successor shall serve during the unexpired term of the officer whose position became vacant.

ARTICLE VI - TRANSACTIONS WITH OFFICERS AND DIRECTORS

6.1 Conflicts. No transaction between this Association and any other corporation and no act of this Association shall in any way be affected or invalidated merely by the fact that any director or officer of this Association is interested in, or is a director or officer of such other corporation.

6.2 Disclosure. With regard to any transaction with a director or officer or with a corporation, firm, entity or association wherein they may be or become interested, the existence and nature of the interest of the officer or director must be disclosed or known to the Board of Directors at or prior to the meeting at which such transaction is authorized or confirmed. The Association may pay compensation in a reasonable amount to its officers and directors for services rendered; provided, however, any transaction with an officer or director or with a corporation, firm entity or association wherein they may be or become interested must be approved by a majority of the disinterested members of the Board.

6.3 Loans to Officers or Directors Prohibited. No loans shall be made by the Association to its directors or officers. The directors of the Association who vote for or assent to the making of a loan to a director or officer of the Association, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Association for the amount of such loan until the repayment thereof.

ARTICLE VII - INDEMNIFICATION

7.1 Right to Indemnification. Each individual (hereinafter an “indemnitee”) who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereinafter a “proceeding”), by reason of the fact that he or she is or was a director or officer of the Association or that, while serving as a director or officer of the Association, he or she is or was also serving at the request of the Association as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation or of a foreign or domestic partnership, joint venture, trust, employee benefit plan or other enterprise, whether the basis of the proceeding is alleged action in an official capacity as such a director, officer, employee, partner, trustee, or agent or in any other capacity while serving as such director, officer, employee, partner, trustee, or agent, shall be indemnified and held harmless by the Association to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including, without limitation, attorneys’ fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee, partner, trustee, or agent and shall inure to the benefit of the indemnitee’s heirs, executors and administrators; provided, however, that no indemnification shall be provided to any such indemnitee if the Association is prohibited by the Washington Nonprofit Corporation Act or other applicable law as then in effect from paying such indemnification; and provided, further, that except as provided in this Article with respect to proceedings seeking to enforce rights to indemnification, the Association shall indemnify any such

indemnatee in connection with a proceeding (or part thereof) initiated by such indemnatee only if such proceeding (or part thereof) was authorized or ratified by the Board of Directors. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the Association the expenses incurred in defending any proceeding in advance of its final disposition (hereinafter an “advancement of expenses”). Any advancement of expenses shall be made only upon delivery to the Association of a written undertaking (hereinafter an “undertaking”), by or on behalf of such indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnatee is not entitled to be indemnified for such expenses under this section and upon delivery to the Association of a written affirmation (hereinafter an “affirmation”) by the indemnatee of his or her good faith belief that such indemnatee has met the standard of conduct necessary for indemnification by the Association pursuant to this article.

7.2 Right of Indemnatee to Bring Suit. If a written claim for indemnification under this Article is not paid in full by the Association within sixty (60) days after the Association’s receipt thereof, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty (20) days, the indemnatee may at any time thereafter bring suit against the Association to recover the unpaid amount of the claim. If successful, in whole or in part, in any such suit or in a suit brought by the Association to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnatee shall be entitled to be paid also the expenses of prosecuting or defending such suit. The indemnatee shall be presumed to be entitled to indemnification under this article upon submission of a written claim (and, in an action brought to enforce a claim for an advancement of expenses, where the required undertaking and affirmation have been tendered to the Association) and thereafter the Association shall have the burden of proof to overcome the presumption that the indemnatee is so entitled. Neither the failure of the Association (including the Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such suit that indemnification of the indemnatee is proper in the circumstances nor an actual determination by the Association (including the Board of Directors or independent legal counsel) that the indemnatee is not entitled to indemnification shall be a defense to the suit or create a presumption that the indemnatee is not so entitled.

7.3 Nonexclusivity of Rights. The right to indemnification and the advancement of expenses conferred in this article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or Bylaws of the Association, general or specific action of the Board of Directors, contract or otherwise.

7.4 Insurance, Contracts and Funding. The Association may maintain insurance, at its expense, to protect itself and any individual who is or was a director, officer, employee or agent of the Association or who, while a director, officer, employee or agent of the Association, is or was serving at the request of the Association as an agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against any expense, liability or loss asserted against or incurred by the individual in that capacity or arising from the individual’s status as a director, officer, employee or agent, whether or not the Association would have the power to indemnify such person against such expense, liability or loss under the Washington Nonprofit Corporation Act. The Association may enter into contracts with any director, officer, employee or agent of the Association in furtherance of the provisions of this article

and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this article.

7.5 Indemnification of Employees and Agents of the Association. The Association may, by action of the Board of Directors, grant rights to indemnification and advancement of expenses to employees and agents of the Association with the same scope and effect as the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of the Association or pursuant to rights granted pursuant to, or provided by, the Washington Nonprofit Corporation Act or otherwise.

7.6 Persons Serving Other Entities. Any individual who is or was a director, officer or employee of the Association who, while a director, officer or employee of the Association, is or was serving (a) as a director or officer of another foreign or domestic corporation of which a majority of the shares entitled to vote in the election of its directors is held by the Association, (b) as a trustee of an employee benefit plan and the duties of the director or officer to the Association also impose duties on, or otherwise involve services by, the director or officer to the plan or to participants in or beneficiaries of the plan, or (c) in an executive or management capacity in a foreign or domestic partnership, joint venture, trust or other enterprise of which the Association is an equity interest holder or in which a wholly owned subsidiary of the Association is a general partner or has a majority ownership or interest shall be deemed to be so serving at the request of the Association and entitled to indemnification and advancement of expenses under this article.

ARTICLE VIII – DISSOLUTION

Upon the winding up and dissolution of the Association, the assets of the Association remaining after payment of or provision for payment of all debts and liabilities of the Association shall be distributed to an organization or organizations, as determined by the Board of Directors, that are recognized as exempt under Section 501(c)(4) of the Internal Revenue Code of 1986, as amended or any successor provision, and used exclusively to accomplish the purposes for which this Association is organized.

ARTICLE IX - RECORDS

The Association shall keep at its principal office or its registered office in this state:

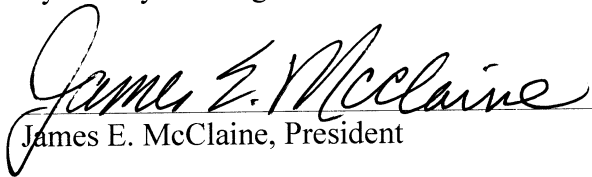
1. Current Articles of Incorporation and Bylaws;
2. Correct and adequate records of accounts and finances;
3. A record of the names and addresses of the officers and directors; and
4. Minutes of proceedings of the Board and minutes, if any, that may be maintained by a Board Committee.

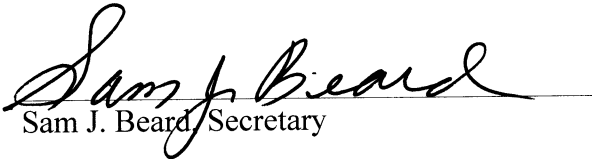
ARTICLE X - AMENDMENTS

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted by a vote of the membership.

CERTIFICATE OF ADOPTION

The foregoing Bylaws were read, approved, and duly adopted by the Board of Directors of Washington Continuing Care Residents Association on the 24 day of September 2016, and the President and Secretary of the Association were empowered to authenticate such Bylaws by their signatures below.


James E. McClaine, President


Sam J. Beard, Secretary