

## Required and Requested Provisions for Company Organizational Documents

Bridgeford Director Services, LLC (“*Bridgeford*” or “*we*”) appreciates the opportunity to serve as an officeholder for your client’s company. We take our corporate responsibility seriously. To manage risk for all parties and create ease in administration, this document provides the following:

- (1) required provisions in company organizational documents;
- (2) requested provisions in company organizational documents; and
- (3) an appendix of provisions for review and use by clients and their counsel.

While Bridgeford will not require the “requested” language, we strongly suggest inclusion of such language. The term “*Corporate Representatives*” refers to directors, managers, managing members, managing partners, officers, etc. of a company collectively and individually. Please contact us with any questions related to this document.

\* This document does not constitute legal or tax advice, and Bridgeford Director Services, LLC does not provide legal or tax advice. The client’s counsel is responsible for providing all legal and tax advice regarding the establishment of a company and any related matters.

<b>REQUIRED PROVISIONS</b>	
<b>Provision</b>	<b>Explanation</b>
<b>1. Governing Law</b>	The formation documents must include a governing law. Whenever possible within the estate planning and corporate structure, we prefer (not require) using South Dakota governing law. Our second preferred governing law is Delaware.
<b>2. Duties; Execution of Corporate Documents</b>	We must know the company process for signing checks, taking out loans, entering into contracts, etc. While not required by Bridgeford, the company may also consider a separate policy on the delegation of authorities on who can transact business on behalf of the company. <i>See Appendix, Section 2.</i>
<b>3. Removal and Addition of Corporate Representatives</b>	The process for adding and removing Corporate Representatives must be clear. It can be difficult to act quickly when needed if the organizational documents lack processes for removing and adding Corporate Representatives. <i>See Appendix, Section 3.</i>
<b>4. Books and Records</b>	If the company’s fiscal year differs from the calendar year, the organizational documents must clearly state the dates of the fiscal year.
<b>5. No Personal Liability of Corporate Representatives for Company Actions</b>	Corporate Representatives must not be personally liable for the debts, obligations, or liabilities of the Company. <i>See Appendix, Section 5.</i>
<b>6. Limited Liability</b>	Liability for Corporate Representatives must be eliminated or limited to the greatest extent allowed under governing law. <i>See Appendix, Section 6.</i>

<b>7. Payment of Expenses</b>	To the maximum extent permitted by law, all expenses incurred by the Corporate Representatives arising out of any lawsuit, action, proceeding, etc. will be paid the company. Further, payment of any expenses incurred by a Corporate Representative in defending against a claim will be paid by the company in advance of the final disposition of the claim. <i>See Appendix, Section 7.</i>
<b>8. Indemnity</b>	The maximum indemnity allowed for Corporate Representatives under applicable law should be used in the governing documents. The statutes and regulations of the governing law must be referenced in the organizational documents. At a minimum, Corporate Representatives will be entitled to indemnity in the event of a successful defense on a claim. Indemnity must also extend to third-party claims brought against the company or the Corporate Representatives. <i>See Appendix, Section 8.</i>
<b>9. Indemnity for Actions Taken Pursuant to Services Agreement</b>	Bridgeford requires the <i>following language verbatim</i> : “Bridgeford Director Services, LLC requires a services agreement to act as a Corporate Representative (“ <i>Services Agreement</i> ”). Bridgeford will be fully immune from all actions, claims, costs, demands, losses, or damages of any kind whatsoever and wheresoever, including attorneys’ fees and litigation costs arising directly or indirectly from an action Bridgeford took as directed to do so through the Services Agreement. Any such direction will not be considered a carve-out from any indemnity and release provisions applicable to Bridgeford.”
<b>10. Continuation of Indemnification</b>	Indemnification provisions must continue for Corporate Representatives even after the person/entity has ceased serving as a Corporate Representative. Indemnity must inure to the benefit of the heirs, executors, and administrators of a person. <i>See Appendix, Section 10.</i>
<b>11. Savings Clause</b>	The organizational documents must include a “savings” or “severability” clause explicitly stating if any article or portion thereof is invalidated by a court of competent jurisdiction, the remainder of the article and document should continue to be effective. <i>See Appendix, Section 11.</i>
<b><u>SUGGESTED PROVISIONS</u></b>	
<b>Provision</b>	<b>Explanation</b>
<b>12. Committees</b>	For any committees within the organizational structure (such as real estate, training, finance, employees, etc.), the committee members and their duties should be noted. If there are committees, the indemnity provisions for Corporate Representatives should continue for Corporate Representatives involved in any committee. <i>See Appendix, Section 12.</i>
<b>13. Entity to Include Successors</b>	No matter the type of corporate entity, consider a provision where the governing documents will continue to apply to any successor entity. <i>See Appendix, Section 13.</i>
<b>14. Electronic Meetings</b>	Where allowed by law, meetings of the Corporate Representatives should be permissible by electronic means, including email votes. <i>See Appendix, Section 14.</i>
<b>15. Action without Meeting</b>	Corporate Representatives should be allowed to take action without a meeting, including via electronic voting. <i>See Appendix, Section 15.</i>

<b>16. Indemnification Not Exclusive</b>	Indemnity provisions should be non-exclusive to any other rights to indemnity by those Corporate Representatives entitled to indemnity through a different document, corporate action, agreement, etc. <i>See Appendix, Section 16.</i>
<b>17. Insurance and Indemnification</b>	The company should have the power (and should in practice) to purchase and maintain insurance for the Corporate Representatives. Any indemnification offered by any insurance purchased by the company and applicable to the Corporate Representatives should be in addition to any indemnification provided by the governing documents. <i>See Appendix, Section 17.</i>
<b>18. Indemnity or Other Designated Fund</b>	The company should have the ability to create a fund with segregated funds for indemnity of Corporate Representatives and for any other fees or expenses due to Corporate Representatives through any agreement with the Company. <i>See Appendix, Section 18.</i>
<b>19. Indemnification of Other Persons</b>	The company should be allowed to indemnify other persons, including employees, trustees, or other agents as permitted by law <i>and</i> as required by law, except the company should not indemnify such persons for fraudulent or illegal behavior. <i>See Appendix, Section 19.</i>
<b>20. Succession Planning; Waiver of Partition</b>	The organizational documents should state what happens to assets upon dissolution of the company. Additionally, the organizational documents should clarify no equity owner can cause or institute any proceeding to cause the company's property to be partitioned. <i>See Appendix, Section 20.</i>
<b>21. Fidelity Bonds</b>	As additional protection for Corporate Representatives, the organizational documents may allow or require the company to obtain fidelity bonds for the officers, employees, and agents. <i>See Appendix, Section 21.</i>
<b>22. Corporate Policies</b>	Some organizational documents will include a list of foundational corporate policies to govern regulation of the company. Including these corporate policies assists in the orderly administration of the company's business. <i>See Appendix, Section 22.</i>

## APPENDIX 1: SAMPLE PROVISIONS

These provisions are provided as sample provisions only and are not intended to convey any legal, tax, or investment advice. These provisions must be reviewed by the client’s counsel for compliance under applicable law and for applicability to the client’s specific circumstances. The section references below refer to the section references in the “Required and Requested Provisions for Company Organizational Documents.”

REQUIRED PROVISIONS	
Provision	Sample Language
<b>2. Duties; Execution of Corporate Documents</b>	<p><u>Agreements, Contracts, Deeds, Checks, etc.</u> Except as provided in Sections [explain any sections requiring extraordinary other actions] of these [Bylaws], all agreements, contracts, deeds, leases, checks and other instruments of the [Company] will be executed by any officer of the [Company] or by such other person or persons as may be designated by the [Board of Directors].</p> <p><u>Execution of Corporate Documents.</u> The ability to enter into any contract or execute and deliver any instrument in the name of and on behalf of the [Corporation] is limited to the [Corporate Representatives]. Otherwise, the [Board of Directors] may authorize by resolution any officer or agent of the organization to enter into any contract or execute and deliver any instrument in the name of and on behalf of the [Corporation]. All checks, drafts, or orders for the payment, notes, or other evidence of indebtedness issued in the name of the [Corporation] will be signed or endorsed by such Officer or Officers, agent or agents, of the [Corporation], as will from time to time be designated by resolution of the board of Directors.</p>
<b>3. Removal and Addition of Corporate Representatives</b>	<p><u>Removal of Members of the Board of Directors.</u> The [members], by two thirds vote of all persons present and entitled to vote at any meeting of the [members] at which a quorum is present, may remove any member of the [Board of Directors] with or without cause.</p> <p><u>Removal of Directors.</u> Except as may otherwise be provided in the [certificate of incorporation], any one or more of the [directors] may be removed with cause at any time by affirmative vote of a 2/3 majority of all of the [directors] then serving at a special meeting duly held where a quorum is present, provided that notice of said proposed action will have been transmitted to all directors at least two (2) days before said meeting.</p> <p><u>Resignation.</u> Any director may resign at any time by delivering written notice to the [Board of Directors, its Chair, or the Secretary of the Corporation]. The resignation will take effect when delivered unless the notice specifies a later effective date.</p> <p><u>Newly Created Directorships and Vacancies.</u> Newly created directorships, resulting from an increase in the number of directors, and vacancies occurring in the [Board of Directors] for any reason, will be filled by the board. Such vacancies will be filled until the next annual meeting at which directors are elected or, if the [board] is staggered, for the unexpired portion of the term, if applicable.</p> <p><u>Election; Term of Office; Removal; Vacancies.</u> All officers will be appointed at the annual meeting of the [Board of Directors] or at any other meeting of the [board] as the</p>

	<p>[board] may determine. Each officer will hold office for one (1) year and until his or her successor has been appointed and qualified. There will be no limit to the number of times an officer can be reelected to a particular office. Any officer may be removed by the [Board of Directors] at any time with or without cause. Any vacancy or vacancies occurring in any office of the [Corporation] may be filled until the next meeting at which officers are elected by the concurring vote of a majority of the remaining directors, though such remaining directors are less than a quorum, though the number of directors at the meeting is less than a quorum, and though such majority is less than a quorum. In the event that a [director] resigns or is removed while serving a term as an officer, his or her term as an officer will also terminate immediately.</p>
<p><b>5. No Personal Liability of Corporate Representatives for Company Actions</b></p>	<p><u>Liabilities to Third Parties.</u> No [Member] will be liable for the debts, obligations or liabilities of the [Company], including under a judgment decree or order of a court.</p>
<p><b>6. Limited Liability</b></p>	<p><u>Limitation of Liability.</u> The liability of [Corporate Representative] and Officers of the [Company] will be eliminated or limited to the maximum extent allowed under applicable law. If the law is amended to further eliminate or limit or authorize corporate action to further eliminate or limit the liability of [Corporate Representative] and Officers of the [Company] will be eliminated or limited to the maximum extent allowed under applicable law, as so amended from time to time.</p> <p><u>Limitation of Liability of [Corporate Representative] and Officers.</u> No [Corporate Representative] will be liable to the [Company] or any shareholder or member for monetary damages for breach of fiduciary duty as a [Corporate Representative], except for any matter in respect of which such [Corporate Representative] (a) will be liable under the applicable law or any amendment thereto or succession provision thereto; (b) will have breached the [Corporate Representative's] duty of loyalty to the [Company] or its [shareholders]; (c) will have not acted in good faith or, in failing to act, will not have acted in good faith; (d) will have acted or failed to act in a manner involving intentional misconduct or a knowing violation of law; or (e) will have derived of any improper personal benefit. Neither the amendment nor repeal of this Article, nor the adoption of any provision in these [Articles of Incorporation] inconsistent with this Article, will eliminate or reduce the effect of this section in respect of any matter occurring prior to such amendment, repeal, or adoption of an inconsistent provision. This Article will apply to the maximum extent allowed under applicable law, as so amended from time to time.</p>
<p><b>7. Payment of Expenses</b></p>	<p><u>Payment of Expenses.</u> In addition to any other rights of indemnification permitted under the applicable laws or as may be provided for by the [Company] in its bylaws or by agreement, the expenses of [Corporate Representative] incurred in defending any threatened, pending, or completed action, suit, or proceeding (including without limitation, an action, suit, or proceeding by or in the right of the [Company]), whether civil, criminal, administrative, or investigative, involving alleged acts or omissions of such [Corporate Representative] in his or her capacity as a [Corporate Representative] will be paid by the [Company] or through insurance purchased and maintained by the [Company] or through other financial arrangements made by the [Company] as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the [Corporate Representative] to repay the amount if it is ultimately determined by a court of competent jurisdiction that he or she is not entitled to be indemnified by the [Company]. To the extent that a [Corporate</p>

	<p>Representative] is successful on the merits in defense of any such action, suit, or proceeding, or in defense of any claim, issue, or matter therein, the [Company] will indemnify him or her against expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the defense.</p> <p><u>Payment of Expenses in Advance.</u> Expenses incurred in defending a civil or criminal action, suit or proceeding, by an individual who may be entitled to indemnification pursuant to the foregoing Sections of this Article, will be paid by the [Company] in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the [Corporate Representative], officer, employee or agent to repay such amount if it will ultimately be determined that they are not entitled to be indemnified by the [Company] as authorized in this Article.</p>
<p><b>8. Indemnity</b></p>	<p><u>Third-Party Actions.</u> The [Company] will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the [Company]) by reason of the fact that they are or were a [Corporate Representative] or Officer of the [Company], or is or was serving at the request of the [Company] as a [Corporate Representative], officer, employee or agent of another corporation, limited partnership, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (if such settlement is approved in advance by the [Company], which approval will not be unreasonably withheld) actually and reasonably incurred in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in or not opposed to the best interests of the [Company], and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner which they reasonably believed to be in or not opposed to the best interest of the [Company], and, with respect to any criminal action or proceeding, had reasonable cause to believe that their conduct was unlawful.</p> <p><u>Actions by or in the Right of the [Company].</u> The [Company] will indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the [Company] to procure a judgment in its favor by reason of the fact that they are or were a [Corporate Representative], officer, employee or agent of the [Company], or is or was serving at the request of [Company] as a [Corporate Representative], officer, employee or agent of another corporation, limited partnership, limited liability company, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit, if they acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the [Company], except that no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable to the [Company] unless and only to the extent that the court in which such action or suit was brought will determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court will deem proper. Notwithstanding any other provision of this Article, no person will be indemnified hereunder for any expenses or amounts paid in settlement with respect to any action to recover short-swing profits under Section 16(b) of the Securities Exchange</p>

	<p>Act of 1934, as amended.</p> <p><u>Successful Defense.</u> To the extent that a [Corporate Representative], officer, employee or agent of the [Company] has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in the foregoing Sections of this Article, or in defense of any claim, issue or matter therein, they will be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.</p>
<b>10. Continuation of Indemnification</b>	<p><u>Continuation of Indemnification and Advancement of Expenses.</u> The indemnification and advancement of expenses provided by, or granted pursuant to, this Article will, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a [Corporate Representative], officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such a person.</p>
<b>11. Savings Clause</b>	<p><u>Savings Clause.</u> If this Article or any portion thereof will be invalidated on any ground by any court of competent jurisdiction, then the [Company] will nevertheless indemnify each person entitled to indemnification hereunder against expenses (including attorney's fees), judgments, fines and amounts paid in settlement with respect to any action, suit, proceeding or investigation, whether civil, criminal or administrative, and whether internal or external, including a grand jury proceeding and an action or suit brought by or in the right of the corporation, to the full extent permitted by any applicable portion of this Article that will not have been invalidated, or by any other applicable law.</p>

**SUGGESTED PROVISIONS**

Provision	Sample Language
<b>12. Committees</b>	<p><u>Committees.</u> The [Board of Directors] may create, configure, reconfigure or eliminate committees, as necessary, and appoint one or more members of the board to serve on them. The creation of a committee and the appointment of directors to a committee will be approved by a majority of all the directors in office when the action is taken. The [Board of Directors] may appoint one or more directors as alternate directors to replace any absent or disqualified director during the director's absence or disqualification. The Board may also appoint people who are not [Board] members to serve in an advisory non-voting capacity on any committee of the board. In addition, the [Board] may create one or more additional advisory committees and appoint such individuals, who may or may not be members of the [Board], to serve on such committees as the [Board] determines will assist it by providing sound advice, reflecting the views of the community or otherwise serving the best interests of the [Corporation]. Unless otherwise stated in these bylaws, the [Managing Director will be ex-officio (non-voting) member of each Committee]. An updated schedule of the committees currently authorized, together with a description of their duties and responsibilities will be updated and attached in [Exhibit/Appendix/etc.].</p> <p><u>Authority of Committees.</u> To the extent specified by the [Board of Directors], any committee may exercise the power of the Board, provided all the voting members of such committee are directors of the [Corporation]. Otherwise, all committees will be advisory only. In no event may a committee do any of the following: a. fill vacancies on the [Board of Directors] or, except as provided in this section, on any of its committees; b. adopt, amend or repeal these bylaws or make changes to the [Corporation's] certificate of incorporation; c. approve a plan of merger; d. approve a sale, lease, exchange or other disposition of all, or substantially all, of the property of the Corporation, other than in the usual and regular course of affairs of the [Corporation]; or e. approve a proposal to dissolve the [Corporation].</p>

	<p><u>Committee Rules.</u> Sections [list applicable] of these bylaws, which govern meetings, action without meetings, participation in meetings by conference telephone, notice and waiver of notice, and quorum and voting requirements of the [Board of Directors,] apply to committees and their members as well, except that committees will not be required to hold annual meetings.</p>
<p><b>13. Entity to Include Successors</b></p>	<p><u>The Corporation.</u> For purposes of this Article, references to the [“corporation”] will include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had the power and authority to indemnify its Directors and officers, so that any person who is or was a [Director], officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a [Corporate Representative,] of another corporation, partnership, joint venture, trust or other enterprise, will stand in the same position under and subject to the provisions of this Article with respect to the resulting or surviving corporation as they would have with respect to such constituent corporation if its separate existence had continued.</p>
<p><b>14. Electronic Meetings</b></p>	<p><u>Place and Manner of Meeting.</u> All meetings of the [Members] will be held at such time and place, within or without the [State of South Dakota], as will be stated in any notice of any meeting or in a duly executed waiver of notice thereof. [Members] may participate in such meetings by means of conference telephone, web or similar communications equipment where all participants can be heard and participation in a meeting will constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. All meetings of the [Members] will be presided over by the [Chairman of the Board of Managers].</p>
<p><b>15. Action without Meeting</b></p>	<p><u>Action Without Meeting.</u> Any action required or permitted to be taken at a meeting of the [Members] may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, will have been signed by the holder or holders of [Membership Interests], having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all [Membership Interests] entitled to vote on the action were present and voted. Such consent received pursuant to the processes herein will have the same force and effect as a unanimous vote of the [Members]. An email or electronic communication, or similar transmission by a [Member], or a photographic or similar reproduction of a writing signed by a [Member], will be regarded as signed by the [Member] for purposes of this section.</p>
<p><b>16. Indemnification Not Exclusive</b></p>	<p><u>Indemnity Not Exclusive.</u> The indemnification and advancement of expenses provided by or granted pursuant to the other sections of this Article will not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of [stockholders/members], or disinterested [Corporate Representative], or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office.</p>

<p><b>17. Insurance and Indemnification</b></p>	<p><u>Insurance Indemnification.</u> The [Company] will have the power to purchase and maintain insurance on behalf of any person who is or was a [Corporate Representative], officer, employee or agent of the [Company], or is or was serving at the request of the [Corporate Representative], officer, employee or agent of another corporation, limited partnership, limited liability company, partnership, joint venture, trust or other enterprise, against any liability asserted against and incurred by them in any such capacity or arising out of their status as such, whether or not the [Company] would have the power to indemnify them against such liability under the provisions of this Article.</p>
<p><b>18. Indemnity or Other Designated Fund</b></p>	<p><u>Indemnity or Other Designated Fund.</u> Upon resolution passed by the [Board], the [Company] may establish a trust or other designated account, grant a security interest or use other means (including, without limitation, a letter of credit), to ensure the payment of certain of its obligations arising under this Article and/or agreements which may be entered into between the [Company] and its officers and [Corporate Representative] from time to time.</p>
<p><b>19. Indemnification of Other Persons</b></p>	<p><u>Indemnification of Other Persons.</u> The provisions of this Article will not be deemed to preclude the indemnification of any person who is not a [Corporate Representative] or officer of the [Company] or is not serving at the request of the [Company] as a [Corporate Representative], officer, employee or agent of another corporation, limited partnership, limited liability company, partnership, joint venture, trust or other enterprise, but whom the [Company] has the power or obligation to indemnify under applicable law. The [Company] may, in its sole discretion, indemnify an employee, trustee or other agent as permitted by applicable law. The [Company] will indemnify an employee, trustee or other agent where required by law.</p>
<p><b>20. Succession Planning; Waiver of Partition</b></p>	<p><u>Waiver of Partition.</u> Each [Member] waives any right that such [Member] may have to cause the Company's property to be partitioned or divided among the Members or to file a complaint or institute any Proceeding, at law or in equity, to cause the [Company] to be partitioned, sold or otherwise divided among the [Members].</p>
<p><b>21. Fidelity Bonds</b></p>	<p><u>Fidelity Bonds.</u> To the extent reasonably available, the [Board of Directors] will obtain adequate fidelity bonds for all officers, employees and agents of the Association handling or responsible for Association funds. The premiums on the bonds will be a Common Expense.</p>
<p><b>22. Corporate Policies</b></p>	<p><u>Equal Opportunity Policy.</u> The [Corporation] supports Equal Opportunity, is committed to affirmative action and will not engage in any discrimination prohibited by law in employment in awarding contracts, or in the provision of services. The [Corporation] will require all contractors to sign a statement affirming that they comply with all Federal, State, and local Affirmative Action and EEO regulations.</p> <p><u>Conflicts of Interest Policy.</u> The [Corporation] will adopt a conflict of interest policy to assure that any potential “directors’ conflicting interest transaction” as that term is defined in [statute], or any potential “excess benefit transaction” involving a “disqualified person,” (including a director or officer of the [Corporation]) as those terms are defined in the Internal Revenue Code (I.R.C.) § 4958, will only be undertaken after the requisite disclosure, determinations and voting by directors as provided in [statue] and under any relevant regulations of the Internal Revenue Service. The board will review the conflict-of-interest policy from time to time, as needed. At the time of their election or appointment, each director or officer of the [Corporation] may be asked to complete a disclosure statement identifying all related parties of the director or officer who have a conflicting interest with respect to any transaction between such</p>

	<p>person and the [Corporation]. These statements will be kept on file at the [Corporation's] office. These statements will be updated annually, and any additions or other changes will be made by the director or officer in writing as they occur.</p> <p><u>Corporate Document Retention Policy.</u> The [Corporation] will adopt a Corporate Document Retention Policy to assure compliance with sound accounting and regulatory principles.</p> <p><u>Corporate Whistle Blower Policy.</u> The [Corporation] will adopt a Corporate Whistle Blower Policy to assure the free flow of information and a workplace free of retaliation.</p> <p><u>Other Policies.</u> Over time, the [Board] will adopt other policies, as needed. All policies will be maintained by both the [Secretary and the Managing Director] together with other corporate records.</p>
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