

**RESTATED**  
**CERTIFICATE OF FORMATION**  
**OF**

**TEXAS NATIVE HEALTH**  
a Texas Nonprofit Corporation

**ARTICLE I**  
**NAME AND TYPE OF ENTITY**

The name of the entity is Texas Native Health (the “*Corporation*”). The Corporation is a nonprofit corporation.

**ARTICLE II**  
**PURPOSES**

The Corporation is organized exclusively for charitable, educational and scientific purposes within the meaning of Sections 501(c)(3), 170(c)(2)(B), 2055(a)(2) and 2522(a)(2) of the Internal Revenue Code of 1986, as amended or the corresponding section of any future federal tax code (the “Code”), including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(a) of the Code by reason of description in Section 501(c)(3) of the Code. Within the scope of the foregoing purposes, and not by way of limitation thereof, the Corporation is dedicated to **providing altruistic services to support the healthcare, employment, educational, housing, social, cultural, and other rising needs of the Texas Native American community.** To enable the Corporation to carry out such purposes, it shall have the power to do any and all lawful acts and to engage in any and all lawful activities, directly or indirectly, alone or in conjunction with others, which may be necessary, proper or suitable for the attainment of any and all lawful purposes for which the Corporation is organized under the Business Organizations Code of the State of Texas (the “TBOC”).

**ARTICLE III**  
**PROHIBITED TRANSACTIONS**

(1) No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its directors, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof.

(2) No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office, within the meaning of Section 501(c)(3) of the Code.

(3) Notwithstanding any other provisions of this Certificate, the Corporation shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under Section 501(a) of the Code by reason of description in Section 501(c)(3) of the Code or (ii) a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

#### **ARTICLE IV DISSOLUTION**

As provided by Section 22.304 of the TBOC, after all liabilities and obligations of the Corporation in the process of winding up are paid, satisfied, and discharged in accordance with Section 11.053 of the TBOC upon the dissolution of the Corporation,

- (1) property held by the Corporation on a condition requiring return, transfer or conveyance because of the winding up or termination shall be returned, transferred or conveyed in accordance with that requirement; and
- (2) the remaining property of the Corporation shall be distributed only for tax-exempt purposes to one or more organizations that are exempt under Section 501(c)(3) of the Code, or described by Section 170(c)(1) or (2) of the Code, under a plan of distribution adopted under the TBOC.

A district court of the county in which the Corporation's principal office is located shall distribute to one or more organizations exempt under Section 501(c)(3) of the Code, or described by Section 170(c)(1) or (2) of the Code, the property of the Corporation remaining after such a distribution of property under a plan of distribution under the TBOC. The court shall make such distribution in the manner the court determines will best accomplish the general purposes for which the Corporation was organized.

#### **ARTICLE V REGISTERED AGENT AND REGISTERED OFFICE**

The street address of the Corporation's registered office is: 1283 Record Crossing Road, Dallas, Texas 75235. The name of the registered agent at this office is Omer Tamir.

#### **ARTICLE VI MAILING ADDRESS**

The mailing address of the Corporation is: 1283 Record Crossing Road, Dallas, Texas 75235.

#### **ARTICLE VII MEMBERSHIP**

The Corporation shall not have members.

## **ARTICLE VIII MANAGEMENT**

The management of the affairs of the Corporation is vested in its Board of Directors. The number of directors may be increased or decreased by adopting or amending bylaws, provided that the number of directors shall not be decreased to fewer than three (3).

## **ARTICLE IX LIMITATION ON LIABILITY OF DIRECTORS**

A director of the Corporation shall not be personally liable to the Corporation for monetary damages for any act or omission in such director's capacity as a director, except that this Article does not authorize the elimination or limitation of the liability of a director to the extent the director is found liable for: (i) a breach of the director's duty of loyalty to the Corporation; (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or (iv) an act or omission for which the liability of a director is expressly provided by an applicable statute. The foregoing elimination of liability to the Corporation shall not be deemed exclusive of any other rights, limitations of liability or indemnity to which a director may be entitled under any other provision of the Certificate or Bylaws of the Corporation, contract or agreement, vote of directors, principle of law or otherwise. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Article, the liability of a director shall be eliminated to the full extent permitted by any amendment hereafter enacted to the TBOC or other Texas law that further eliminates or permits the elimination of the liability of a director.

## **ARTICLE X INDEMNIFICATION**

The Corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person (i) is or was a director or officer of the Corporation or (ii) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, trustee, officer, partner, venturer, proprietor, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the TBOC, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the Corporation expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the TBOC, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid

amount of the claim, and if successful in whole or in part, the claimant shall be entitled to also be paid expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense is not permitted under the TBOC, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its Board of Directors or any committee thereof, or special legal counsel) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its Board of Directors or any committee thereof, or special legal counsel) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of such person's heirs, executors, administrators and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of directors, agreement or otherwise. The Corporation may additionally indemnify any person covered by the grant of mandatory indemnification contained in this Article to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Corporation may purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a security interest or lien on the assets of the Corporation, or a letter of credit, guaranty or surety arrangement) on behalf of any person who is serving the Corporation (or another entity at the request of the Corporation) against any liability asserted against such person and incurred by such person in such capacity or arising out of status as such a person, whether or not the Corporation would have the power to indemnify such person against that liability under this Article or by statute. Notwithstanding the other provisions of this Article, the Corporation may not indemnify or maintain insurance or a similar arrangement on behalf of any person if such indemnification or maintenance of insurance or similar arrangement would subject the Corporation to income or excise tax under the Code.

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

**TEXAS NATIVE HEALTH**



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Omer Tamir  
Executive Director