BYLAWS OF SAN DIEGO OPERA ASSOCIATION
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BYLAWS OF SAN DIEGO OPERA ASSOCIATION

ARTICLE 1       NAME

The name of this corporation, which is a California nonprofit public benefit corporation, shall be the "San Diego Opera Association" (hereinafter, the "Association").

ARTICLE 2       OFFICES

2.1 PRINCIPAL OFFICE. The principal office for the transaction of business for the Association shall be located in San Diego County, California.

2.2 OTHER OFFICES. The Board of Directors may establish branch or subordinate offices at any place or places where the Association is qualified to do business.

ARTICLE 3       MISSION AND VISION

The objectives of the Association shall be:

(a) To deliver exceptional performances and exciting, accessible programs to diverse audiences, focusing on community engagement and the transformative power of live performance.

(b) To operate facilities to create sets and costumes for the theatre arts for San Diego Opera and other producers and presenters of theatre arts.

(c) To be recognized internationally as a leading example of adaptability, innovation and sustainability in the operatic arts, promoting diversified programming and unique performance venues with world-class and emerging talent.

ARTICLE 4       NON-PARTISAN ACTIVITIES

The Association has been formed under the California Non-Profit Public Benefit Corporation Law for the charitable or public purposes described above, and shall be nonprofit and nonpartisan. No substantial part of the activities of the Association shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and the Association shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote. The Association will, with Board approval, advocate on a local, state and national basis for the protection and enhancement of the art forms in which it is engaged. The Association shall not,
except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described above.

ARTICLE 5 DEDICATION OF ASSETS

The properties and assets of the Association are irrevocably dedicated to public or charitable purposes. No part of the net earnings, properties or assets of the Association, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any member or Director of the Association. On liquidation or dissolution, all properties and assets and obligations shall be distributed and paid over to an organization dedicated to public or charitable purposes, provided that the organization continues to be dedicated to the exempt purposes as specified in Internal Revenue Code Section 501(c)(3).

ARTICLE 6 MEMBERSHIP

6.1 QUALIFICATIONS.

Any person eighteen years of age or over, of good character, and dedicated to the purposes of the Association, shall be eligible for membership upon payment of such donation as may from time to time be fixed by the Board of Directors. The term of membership shall begin on or after July 1st of each fiscal year, through to and terminating on June 30th of each year.

6.2 VOLUNTARY TERMINATION OF MEMBERSHIP.

A member may resign from membership at any time.

6.3 INVOLUNTARY TERMINATION OF MEMBERSHIP.

Membership in the Association shall automatically terminate should a member fail to pay any monies due the Association by the due date.

Membership in the Association may also be suspended or terminated by the Board of Directors through the following process:

(a) A fifteen-day written notice of the suspension or termination and the reasons therefor must be given by first-class or registered mail sent to the last address of the member shown on the Association's records.

(b) A member shall be given the opportunity to be heard, orally or in writing, by the Board or a committee appointed to hear such matters not less than 5 days before the effective date of suspension or termination, or the termination or suspension shall not take place.

(c) Any action challenging suspension or termination of membership, including any claims alleging defective notice, must be commenced within one year after the date of the suspension or termination.
ARTICLE 7  MEMBERS' MEETINGS

7.1  PLACE OF MEETING. Meetings of the membership shall be held at any place within the State of California designated by the President. In the absence of any such designation, members' meetings shall be held at the Association's principal office.

7.2  ANNUAL MEETING. The annual meeting of the members shall be held at such time and on such date between April 1 and June 30 of each year as shall be designated by the Board of Directors. The Board of Directors shall so notify the members as provided in Section 4 of this Article 7. In the event that the Board fails to designate a time, date, and place for the annual meeting of the members, such designation shall be made by the Association's President. The members shall also then be notified as provided in Section 4 of this Article 7.

7.3  SPECIAL MEETING.

(a)  Persons authorized to call: A special meeting of the members may be called at any time by any of the following: the Board of Directors, the President, or by 5% or more of the members.

(b)  Meetings called by members. If a special meeting is called by members other than the President or Board of Directors, those calling the meeting shall prepare a written notice of the meeting, specifying the general nature of the business proposed to be transacted, and shall deliver it personally or send it by first class mail, email, or facsimile transmission to the membership and to the President, Executive Vice President, or Secretary of the Association, and to the General Director.

7.4  NOTICE OF MEMBERS' MEETING.

(a)  General notice contents. All notices of meetings of members shall be sent or otherwise given in accordance with subsection (c), below. Written notice of the meeting shall be given not less than 10 nor more than 90 days before the date of the meeting to each member who on the record date for notice of the meeting is entitled to vote thereat; provided, however, that if notice is given by mail, and the notice is not mailed by first-class, registered, or certified mail, that notice shall be given not less than 20 days before the meeting. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, and no other business may in that case be transacted, or (ii) in the case of the regular meeting, those matters which the Board of Directors, at the time of giving the notice, intends to present for action by the members.

(b)  Notice of certain agenda items. If action is proposed to be taken at any meeting for approval of any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such items is
invalid unless the notice or written waiver of notice states the general nature of the proposals:

(i) Election of the Board of Directors;
(ii) Election of the Audit Committee;
(iii) Amending the Articles of Incorporation;
(iv) Voluntarily Dissolving the Association

(c) Manner of giving notice. Notice of any meeting of members shall be given either personally or by mail to the address of that member appearing on the books of the Association or the address given by the member to the Association for the purpose of notice. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by email, by facsimile or other means of written communication.

(d) Affidavit of mailing notice. An affidavit of the mailing or other means of giving any notice of any members' meeting may be executed by the Secretary, or any other member of the Association giving the notice, and if so executed shall be filed and maintained in the minute book of the Association.

7.5 QUORUM.

(a) Number required. The actual number of votes represented in person or by proxy at a meeting of the membership and entitled to vote on the business to be transacted at such meeting shall constitute a quorum of the membership, provided, however, that at least 25 members who are entitled to vote on the business to be transacted must be present at such meeting, and provided further, that only those matters of which the members received notice in accordance with the provisions of Section 7.4, above, may be voted upon at the meeting.

(b) Loss of quorum. The members present at a duly called or duly held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the members required to constitute a quorum.

7.6 VOTING.

(a) Eligibility to vote. Persons entitled to vote at any meeting of members shall be members as of the date determined in accordance with Section 7.8 of this Article 7, subject to the provisions of the California Nonprofit Corporation Law.
(b) Manner of casting votes. Voting may be by voice, ballot, mail or email ballot, provided that any election of Directors must be by ballot if demanded by any member before the voting begins.

(c) If a quorum is present, the affirmative vote of the majority of the members represented at the meeting, entitled to vote and voting on any matter other than the election of Directors shall be the act of the members, unless the vote of a greater number is required by the California Nonprofit Corporation Law.

7.7 WAIVER OF NOTICE OR CONSENT BY ABSENT MEMBERS.

(a) Written waiver or consent. The transactions of any meeting of members, either regular or special, however called or noticed, and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if a quorum be present in person, and if, either before or after the meeting, each person entitled to vote who was not present in person signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any regular or special meeting of members, except that if action is taken or proposed to be taken for approval of any of those matters specified in Section 4(b) of Article 7, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

(b) Waiver by attendance. Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects at the beginning of the meeting to the transaction of any business due to the inadequacy or illegality of the notice. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of meeting, if that objection is expressly made at the meeting.

7.8 RECORD DATE FOR MEMBER NOTICE, VOTING, AND GIVING CONSENTS.

(a) Record date to be determined by Board of Directors. For the purposes of determining which members are entitled to receive notice of any meeting, to vote, or to give consent to corporate action without a meeting, the Board of Directors may fix, in advance, a "record date," which shall not be more than 90 nor less than 10 days before the date of the meeting. Only members of record on the date so fixed are entitled to notice, to vote, or to give consents, as the case may be, notwithstanding any transfer of any membership on the books of the Association after the record date, except as otherwise provided in the California Nonprofit Corporation Law.

(b) If no record date is fixed by the Board of Directors:

(i) The record date for determining those members entitled to receive notice of, or to vote at, a meeting of members, shall
be the business day preceding the date on which notice is given, or, if notice is waived, the business day preceding
the day on which the meeting is held.

(ii) The record date for determining members for any other
purpose shall be at the close of business on the day on
which the Board of Directors adopts a resolution relating
thereto, or the 60th day prior to the date of such other
action, whichever is later.

7.9 PROXIES. There shall be no voting by proxy.

7.10 VOTING OF CLASSES. Association members are entitled to one vote
on all matters submitted to a vote of the members.

ARTICLE 8 ELECTION OF DIRECTORS

8.1 NOMINATIONS AND SOLICITATIONS FOR VOTES.

(a) Nominating Committee. The President shall appoint a
nominating committee. No person shall be eligible for nomination as Director who
is not a member of the Association in good standing. The nominating committee
shall select qualified candidates for election to the Board of Directors and make its
report to that Board, and the Association shall forward to each member, with the
notice of meeting required by Article 7, Section 7.4, a list of candidates nominated.
The names of candidates approved by the Board may be submitted to the
members for their vote at the next annual membership meeting.

(b) Nominations by members. Candidates for directorship may be
nominated at any time by a petition signed by members representing at least 10
percent of members of the Association in good standing. Such petition must be
delivered to an officer of the Association at least 14 days prior to the annual
meeting of the membership. On receipt of said petition, the President shall submit
the names of the candidates named by this petition process to the nominating
committee, which shall review them in the same manner as it reviews other
candidates for election to the Board. Such nominees must be qualified as set forth
in the Governance Guidelines.

(c) No nominations from the floor. If there is a membership meeting
at which Directors are elected, names may not be placed in nomination from the
floor.

8.2 VOTE REQUIRED TO ELECT DIRECTOR. Successful candidates
for Director must receive at least 75 percent of the votes cast by the membership at
the annual meeting at which a quorum is present.

8.3 RESTRICTION ON INTERESTED DIRECTORS. No person serving
on the Board of Directors may be an interested person. An interested person is (1)
any person being compensated by the Association for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise; and, (2) any brother, sister, ancestor, descendant, spouse, sister-in-law, brother-in-law, mother-in-law, or father-in-law of any such person. However, no violation of this paragraph shall affect the validity or enforceability of any transaction entered into by the Association.

ARTICLE 9  POWERS AND DUTIES OF DIRECTORS

9.1 NUMBER OF DIRECTORS. The authorized number of Directors shall be established by the Board of Directors from time to time as appropriate, but in no case shall that number be more than 100 nor fewer than 3.

9.2 POWERS OF DIRECTORS. Subject to the powers of the members as provided by law and as herein set forth, the Association’s activities and affairs shall be conducted and all corporate powers shall be exercised by and under the direction of the Board of Directors. Without limiting the generality of the foregoing, the Board of Directors shall have the following powers:

(a) To select and remove the Association’s officers and the General Director, prescribe such powers and duties for them as may not be inconsistent with law or these bylaws, and fix their compensation, if any.

(b) To conduct, manage and control the Association’s affairs and business, and to make such rules and regulations therefore as are not inconsistent with the law or these Bylaws, as they may deem best.

(c) To change the principal office for the transaction of the Association’s business from one location to another within San Diego County; to fix and locate from time to time one or more subsidiary offices of the Association within or without the State of California; to designate any place within or without the State of California for the holding of any Directors’ or members’ meetings; and to adopt, make and use a corporate seal; and to alter the form thereof from time to time, as in their judgment, they may deem best, provided such seal shall at all times comply with the law.

(d) To borrow money and incur indebtedness for the Association’s purposes, and to cause to be executed and delivered therefore the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations or other evidences of debt and securities therefore.

(e) To adopt, amend and repeal Bylaws except as limited by Article 12.

(f) To make donations for the public welfare or for charitable, educational, civic or similar purposes.
The Board may delegate the management of the Association's activities to any person or persons, committee or committees, provided that the Association's activities and affairs shall be managed, and all corporate powers exercised, under the ultimate direction of the Board, except insofar as specific powers are reserved to the membership in these bylaws.

9.3 ELECTION AND TERM OF OFFICE.

(a) Election. The Directors shall be elected at the Association's annual meeting and shall take office at the close of the fiscal year in which they are elected, provided that they may attend board meetings from the time they are approved by the Board of Directors.

(b) Director Tiers. The Directors shall be classified in four classes: Individual Directors, Corporate Directors, Associate Directors and Advisory Directors. The obligations and terms of each class are set forth in the Governance Guidelines. Only the Individual and Corporate Directors are members of the Board of Directors and only they are entitled to attend Board meetings and to vote at such meetings.

(c) The Board from time to time may add, change, or eliminate categories of directors, except that Individual Directors, as a category, may not be eliminated. The Board may remove a Director by a 2/3 vote of those present at a board meeting, assuming a quorum is present, for conduct which is, in the opinion of those so voting, detrimental to the Association.

9.4 VACANCIES. Any vacancy on the Board of Directors may be filled by the process set forth in the Governance Guidelines. A vacancy on the Board shall be deemed to exist upon the death, resignation, or removal of any Director, or if the authorized number of directors is increased. No reduction in the authorized number of Directors shall have the effect of removing any Director prior to the expiration of his/her term of office.

9.5 RESIGNATION. A Director may resign effective upon giving written notice to the President, unless the notice specifies a later time for the effectiveness of such resignation. Except upon notice to the Attorney General of the State of California, no Director may resign when the Association would then be left without a duly elected Director or Directors in charge of its affairs.

9.6 PLACE OF MEETING. Regular meetings of the Board of Directors shall be held in any place within or without the State of California which has been designated by the President with the approval of the board of directors. Special meetings of the Board of Directors may be held at a place so designated or at the principal office.
9.7 MEETINGS OF THE BOARD OF DIRECTORS.

(a) The organizational meeting of the Board of Directors, at which the board’s officers shall be elected, shall take place at the first called meeting following the annual meeting of the membership.

(b) The regular meetings of the Board of Directors shall be held on dates to be determined by the President at the beginning of the fiscal year. The Board shall meet at least 6 times annually.

9.8 SPECIAL MEETINGS.

(a) Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, the Executive Vice President, the Secretary, or any six Directors.

(b) Notice of the time and place of a special meeting shall be delivered personally to each Director by telephone, electronic or facsimile transmission at least 48 hours before the meeting. Notice may be also given to each Director by first class mail sent at least 4 days prior to the time of the meeting. Notice shall be addressed to the Director at his or her address as shown in the Association’s records. The notice need not specify the purpose of any regular or special meeting. If a meeting is called without notice of its purpose, any 5 directors at that meeting may insist that no action be taken until a second meeting is held 3 or more days later.

9.9 VALIDATION OF MEETING. The transactions of any meeting of the Board of Directors, however called, noticed and however held, so long as such meeting is called, noticed and held in compliance with these bylaws, shall be as valid as a meeting duly held after regular call and notice, if a quorum is present.

9.10 PARTICIPATION BY TELEPHONE. Members of the Board of Directors may participate in any meeting through the use of conference telephone or similar communication equipment so long as all members participating in such meeting can hear one another. Participation in a meeting pursuant to this Section constitutes presence in person at such meeting.

9.11 QUORUM. A quorum of the Board of Directors shall consist of 50% of the incumbent Directors plus one. A meeting in which a quorum is initially present may continue to transact business notwithstanding withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting.

9.12 ACTION WITHOUT MEETING. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board of Directors shall 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 Directors.

9.13 ADJOURNMENT.

(a) A quorum of the Directors may adjourn any Directors' meeting to meet again on a stated day and hour; provided, however, that in the absence of a quorum a majority of the Directors present at a Director's meeting, either regular or special, may adjourn such meeting to meet again at a stated day and hour prior to the next regular meeting of the Board of Directors.

(b) If a quorum is not present at a meeting of the Board of Directors, the majority of the Directors present may adjourn the meeting to another time and place. If the meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given prior to the time of the resumption of the adjourned meeting to the Directors who were not present at the time of the adjournment. Such notice need not comply with the time by which notice must be given prior to a meeting as required by section 9.8 of these bylaws, but should be given as far in advance as is practical under all of the circumstances.

(c) Notice of the time and place of resuming an adjourned meeting shall be given to all Directors.

9.14 COMPENSATION AND REIMBURSEMENT OF EXPENSES. The Directors shall receive no compensation for their services. Upon submission of appropriate documentation, and in accordance with the Association's business practices, Directors may be reimbursed for expenses reasonably necessary to the Association's business which are approved by the Board of Directors.

9.15 VISITORS. No person not a Director may attend any meeting of the Board of Directors without the consent of the President or of the majority of the Directors present.

9.16 COMMITTEES.

(a) The standing committees of the Association shall be the Executive Committee, the Audit Committee, the Finance Committee, the Nominating Committee, the Development Committee and the Governance Committee. The members of the Audit Committee shall be nominated by the Nominating Committee and annually elected by the members of the Association. Except as otherwise provided, the President shall appoint the members of each standing committee. Members of committees shall serve until the end of the fiscal year in one-year terms of service. The procedures and authorities of the standing committees are set forth in the Governance Guidelines.

(b) The President of the Board of Directors, to better serve the organization, may, by appropriate Board resolution, create one or more ad hoc committees, each consisting of two or more Directors, to serve at the pleasure of
the Board. Meetings and actions of all committees shall be governed by the provisions of the Governance Guidelines, with such changes as may be necessary to substitute the committee and its members for the Board of Directors and its members.

(c) Executive Committee

(i) The members of the Executive Committee shall consist of the officers of the Board as set forth in Article 10, and such other directors as the President considers necessary to create an effective executive group.

(ii) The Executive Committee’s meetings shall be held on an as-needed basis on dates determined by the President.

(d) Each committee shall prepare written minutes of its meetings which shall be submitted to the Association’s Administrator and distributed in advance of the next Board meeting. If a Director wishes to have a full discussion or review of any action taken by a committee, that Director shall give notice to the President in advance of the Board meeting.

9.17 OPINIONS OF DIRECTORS. Directors who are attorneys, accountants, architects, or who hold any other professional license, who may offer any opinion in the course of performing their duties as Directors, are deemed to be giving that advice as members of the Board and not as professionals.

9.18 DENOMINATION. The Association may denominate certain persons as Advisory Directors, Associate Directors, or other such honorary titles which include the word “director.” Such persons do not thereby become members of the Board of Directors, have no right to vote as members of the Board of Directors, and are not “directors” as that term is used in the Nonprofit Corporation Law.

9.19 HONORARY LIFE DIRECTORS. The title of Honorary Life Director may be recommended by the President and bestowed by a majority vote of the members of the Board of Directors present at any regular meeting of the Board of Directors, provided a quorum exists. The qualifications for such nominees are a minimum of 10 years exemplary service on the Board of Directors, a minimum of $500,000 in cumulative donations, and having attained at least 75 years of age. Honorary life Directors shall continue to hold that title until their deaths, incapacity to act, resignation, or removal by the Board. The title is entirely an honorary title, and does not confer board membership or rights on a person so designated.

ARTICLE 10 OFFICERS

10.1 OFFICERS. The Officers of the Association shall be a President, Executive Vice President, Vice President of Finance, Secretary, and such other Officers as shall be determined by the Board of Directors.
10.2 ELECTION AND TERM OF OFFICE. The Association’s officers shall be chosen from the Board of Directors, elected by the Board of Directors at the first board meeting after the Annual Membership Meeting, and shall take office at the close of the fiscal year.

The President’s term shall be 2 years, and he or she may serve no more than 2 additional terms. The other officers’ terms shall be one year, but they shall each be eligible to be reelected for additional one-year terms up to a total of 6 years. The President shall be ineligible to be reelected as President after completing three two-year terms. The President’s ineligibility to serve after three two-year terms shall terminate one year after the expiration of his or her third term of office as President. The ineligibility of officers to serve after a total of 6 years in office each shall terminate one year after the expiration of any officer’s sixth term of office.

10.3 REMOVAL AND RESIGNATION. Any officer may be removed, either with or without cause, by a majority vote of the Board of Directors, and may resign at any time upon written notice to the Association without prejudice to the Association’s rights, if any, under any contract to which the officer is a party. Such resignation shall take effect upon acceptance by the Board of Directors.

10.4 VACANCIES. A vacancy in any office because of the death, resignation or removal of any officer shall be filled by the Board of Directors.

10.5 POWERS AND DUTIES. The powers and duties of the Association’s officers are set forth in the Governance Guidelines.

ARTICLE 11 CONTRACTS, CHECKS, DEPOSITS AND FUNDS

11.1 CONTRACTS, ETC., HOW EXECUTED. The Board of Directors, except as otherwise provided herein, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit to render it liable for any purpose or in any amount.

11.2 CHECKS, DRAFTS, NOTES. All checks, drafts or other instruments for the payment of money, notes, or other evidences of indebtedness issued in the Association’s name shall be signed by such officer or officers, agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination, such instrument shall be signed by the Vice President of Finance and countersigned by the President or the Executive Vice President.

11.3 DEPOSITS. All Association funds shall be expeditiously deposited to the Association’s credit in such banks or other depositories as the Board of Directors may designate.
11.4 GIFTS. The Board of Directors may accept on the Association’s behalf any contribution, gift, bequest, devise or governmental or other subsidy or grant for the Association’s general purposes, or for any special purpose within its general purposes.

ARTICLE 12 AMENDMENTS TO BYLAWS

These bylaws may be amended or repealed by approval of the members or by a majority of the Board of Directors; provided, however, that a majority of the members present at the Annual Meeting or at any special meeting must approve any action that would:

(a) Materially or adversely affect the rights of members as to voting, dissolution or transfer of membership;

(b) Amend or repeal Article 3 (Objectives and Purposes);

(c) Specify or change a fixed number of Directors or the maximum or minimum number of Directors, or change from a fixed to a variable number of Directors or vice-versa.

(d) Amend or repeal this Article 12 (Amendments to Bylaws).

No by-law shall be adopted, amended or repealed unless the substance of the proposed adoption, amendment or repeal shall have been stated in the notice of the meeting.

ARTICLE 13 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

13.1 DEFINITIONS. For the purposes of this Article:

(a) "agent" means any person who is or was a Director, officer, employee, or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Association or of another enterprise at the request of the predecessor corporation;

(b) "proceeding" means any threatened, pending, or completed action or proceedings, whether civil, criminal, administrative, or investigative; and

(c) "expenses" includes, without limitation, all attorneys' fees, costs, and any other expense incurred in the defense of any claims or proceedings against any agent by reason of his or her position or relationship as agent, and all attorneys' fees, costs, and other expenses incurred in establishing a right to indemnification under this Article.
13.2 SUCCESSFUL DEFENSE BY AGENT. To the extent that an agent of the Association has been successful on the merits in the defense of any proceeding referred to in this Article, or in the defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him or her, then the provisions of Sections 3 through 5 of this Article shall determine whether the agent is entitled to indemnification.

13.3 ACTIONS BROUGHT BY PERSONS OTHER THAN THE ASSOCIATION.

Subject to the required findings to be made pursuant to Section 5, below, the Association shall indemnify for all expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding, any agent who was or is a party, or is threatened to be made party, to any proceeding other than an action brought by, or on behalf of, the Association, or by an Officer, Director or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant director was or is engaging in self-dealing within the meaning of California Corporations Code section 5233, or by the Attorney General or a person granted related status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was an agent of the Association.

13.4 ACTION BROUGHT BY OR ON BEHALF OF THE ASSOCIATION.

(a) Claims settled out of court. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Association, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding.

(b) Claims and suits awarded against agent. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action brought by or on behalf of the Association by reason of the fact that the person is or was an agent of the Association, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met:

(i) The determination of good faith conduct required by Section 5 of this Article must be made in the manner provided for in that section; and,

(ii) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to indemnity for the expenses incurred. If the agent is found to be so entitled,
the court shall determine the appropriate amount of expenses to be reimbursed.

13.5 DETERMINATION OF AGENT’S GOOD FAITH CONDUCT. The indemnification granted to an agent in Sections 3 and 4 above is conditioned on the following:

(a) Required standard of conduct. The agent seeking reimbursement must be found, in the manner provided below, to have acted in good faith, in a manner he or she believed to be in the Association’s best interest, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the agent did not act in good faith or in a manner which he or she reasonably believed to be in the Association’s best interest, or that he or she had reasonable cause to believe that his or her conduct was unlawful. In the case of a criminal proceeding, the agent must have had no reasonable cause to believe that his or her conduct was unlawful.

(b) Manner of determination of good faith conduct. The determination that the agent acted in compliance with Paragraph (a) above shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or, the affirmative vote of a majority of the members represented and voting at a duly held meeting at which a quorum is present (which affirmative votes also constitute a majority of the required quorum). Such determination may be made on application brought by the Association or the agent or the attorney or other person rendering a defense to the agent, whether or not the application by the agent, attorney, or other person is opposed by the Association.

13.6 LIMITATIONS. No indemnification or advance shall be made under this Article, except as provided in Sections 2 or 5(b) (iii) of this Article, in any circumstance when it appears:

That the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, a resolution of the members, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or, that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

13.7 ADVANCE OF EXPENSES. Expenses incurred in defending any proceeding may be advanced by the Association before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the agent to repay the amount of the advance unless it is determined ultimately that the agent is entitled to be indemnified as authorized in this Article.
13.8 CONTRACTUAL RIGHTS OF NON-DIRECTORS AND NON-OFFICERS.

13.9 RIGHT TO INDEMNIFICATION. Nothing contained in this Article shall affect any right to indemnification to which persons other than Directors and Officers of the Association, or any subsidiary hereof, may be entitled by contract or otherwise.

13.10 INSURANCE. The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against that liability under the provisions of this section.

13.11 FIDUCIARIES OF ASSOCIATION EMPLOYEE BENEFIT PLAN. This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of any employee benefit plan in that person's capacity as such, even though that person may also be an agent of the Association as defined in Section 1 of this Article. Nothing contained in this Article shall limit any right to indemnification to which such a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise, which shall be enforceable to the extent permitted by applicable law.

ARTICLE 14 MISCELLANEOUS

14.1 REPRESENTATION OF SECURITIES OF OTHERS. The President, Executive Vice President, or any Vice President and the Secretary, or such other officers as the Board of Directors may select for the purpose, are authorized to vote, represent and exercise on behalf of the Association all rights incident to any and all voting securities of any other corporation or corporations standing in the name of the Association. The authority herein granted to said officers to vote or represent on behalf of the Association any and all voting securities held by the Association and any other corporation or corporations may be exercised either by such officers in person or by any person authorized so to do by proxy or power of attorney duly executed by such Officers.

14.2 REPORTS AND ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS. The Board of Directors shall cause proper and timely reports to be filed with such federal and state regulatory and reporting agencies as may be required by law.

The Board of Directors shall cause an annual report including an annual statement of certain transactions and indemnifications, to be sent to the members and Directors not later than 120 days after the close of the Association's fiscal year. Such report shall contain in appropriate detail the following:

(a) The Association's assets and liabilities, including the trust funds, of the Association as of the end of the fiscal year.
(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

(c) The revenue or receipts of the Association both unrestricted and restricted to particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Association for both general and restricted purposes, during the fiscal year.

(e) The amount and circumstances of any indemnifications or advances aggregating more than $10,000.00 paid during the fiscal year of the Association to any officer or Director of the Association; provided, however, that such report need not be made in the case of indemnification approved by the members.

(f) A description of any "covered transaction" as defined in subsection (i) of this Article 14, during the previous fiscal year of the Association involving more than $50,000.00 or which was one of a number of "covered transactions" in which the same "interested person," as defined in subsection (ii) of this Article 14, had a direct or indirect material financial interest, and which transactions in the aggregate involved more than $50,000.00. The description of the covered transaction shall set forth the name of any interested persons involved in such covered transactions, including such interested person's relationship to the Association, the nature of such person's interest in the transaction, and, where practicable, the amount of such interest; provided, however, that in the case of a transaction with a partnership of which the interested person is a partner, only the interest of the partnership need be stated.

(i) For the purposes of this section, a "covered transaction" is a transaction in which the Association was a party, and in which transaction any Director or officer of the Association had a direct or indirect material financial interest.

(ii) For the purposes of this section, an "interested person" is any officer or Director of the Association.

Each officer and Director of the Association shall complete an annual questionnaire regarding potential conflicts of interest in a form prescribed by the Governance Committee not later than 30 days after the beginning of the Association's fiscal year.

The Association shall furnish any member who requests it a copy of any report filed by the Association. The Association may impose reasonable charges for copying and mailing such report.

14.3 ANNUAL STATEMENT OF GENERAL INFORMATION. The Association shall each year, between January and June, file with the Secretary of State of the
State of California, on the prescribed form, a statement setting forth the names and complete business or residence addresses of the President, General Director, Secretary and Chief Financial Officer and the street address of its principal office, together with a designation of the agent of the Association for the purpose of service of process, all in compliance with Section 6210 of the Corporations Code.

14.4 INSPECTION OF RECORDS. The accounting books and records and minutes of proceedings of the members and the Board of Directors and committees of the Board of Directors shall be open to inspection upon the written demand on the Association of any member at any reasonable time, for a purpose reasonably related to such person's interests as a member.

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Association.

14.5 FISCAL YEAR. The Association's fiscal year shall begin on the first day of July in each year and shall end on the last day of the following June.

14.6 RULES OF ORDER. Robert's Rules of Order shall govern the Association's proceedings upon parliamentary questions not covered by these bylaws.

14.7 ACTION WITHOUT MEETING. Subject to Section 5513 of the California Nonprofit Public Benefit Corporation Law, any action including election of Directors which under any provision of the California Nonprofit Public Benefit Corporation Law may be taken at any regular or special meeting of members, may be taken without a meeting if the written ballot of every member is listed, the required number of signed approvals in writing setting forth the action so taken is received, and the number of ballots cast within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Unless a record date for voting purposes be fixed as provided in Section 8, Article 7, the record date for determining members entitled to cast written ballots pursuant to this Section, when no prior action by the Board of Directors has been taken, shall be the day in which the first written ballot is mailed or solicited, whichever is first. Each ballot must specify the time by which it must be received to be counted. The ballot must contain a block in which to vote for each candidate for each seat on the Board of Directors. A written ballot marked "withhold" or otherwise marked in any manner indicating that the authority to vote for the election is withheld shall not be voted either for or against a particular candidate. A written ballot may not be revoked.
CERTIFICATE OF SECRETARY

I certify that I am the duly appointed and acting Secretary of the San Diego Opera Association, a California nonprofit public benefit corporation; and that the foregoing bylaws, comprising 19 pages, constitute the bylaws of the Association on the date hereof.

IN WITNESS WHEREOF, I have executed this Certificate on behalf of the Association on September 9, 2015.

Candace M. Carroll, Secretary
San Diego Opera Association

[SEAL]