

**CHARTER AND INTERNATIONAL BYLAWS
OF THE SHAMBHALA MANDALA**

NASHVILLE SHAMBHALA MEDITATION GROUP

THIS CHARTER is issued by the authority of the Kongma Sakyong Jamgön Mipham Rinpoche (the “Kongma Sakyong”), the lineage holder of the Shambhala Mandala.

RECITATIONS

THE SHAMBHALA MANDALA is the global community devoted to presenting, establishing, and advancing the wisdom, compassion, and skillful means of the lineage of the Sakyongs of Shambhala.

THE LINEAGE INSTITUTIONS OF THE SHAMBHALA MANDALA have adopted principles and instruments of governance that provide for the recognition and empowerment of Shambhala Meditation Centers and Groups throughout the world dedicated to the advancement of the purposes of Shambhala.

The Nashville Shambhala Meditation Group (the “Center”) has sought recognition as and has been determined to qualify for proclamation as a Lineage Institution of the Shambhala Mandala and has accepted this Charter and International Bylaws as its founding instrument.

SHAMBHALA CHARTER

The Center is hereby chartered and proclaimed as a lineage institution of the Shambhala Mandala and a member of Shambhala USA, a Colorado corporation, and an association of Shambhala Centers and Groups throughout the United States (“Shambhala USA”). Unless otherwise specified herein, the term “Shambhala Mandala” refers to the association of organizations and entities throughout the world dedicated to the advancement of the purposes of the lineage of Sakyongs of Shambhala, specifically including Shambhala USA and its Centers and divisions.

As a lineage institution, the Center is a recognized seat of the lineage of Sakyongs of Shambhala and is authorized to present the teachings and practices entrusted to the Shambhala Mandala by that lineage. The Center is authorized, empowered, and licensed to identify itself to the public as a Shambhala Meditation Center under the leadership and spiritual guidance of that lineage. The Center is entitled and commits to participate in the governance bodies and procedures of the Shambhala Mandala. Subject to this Charter and the International Bylaws, the Center is further authorized to form and operate such corporate or other legal entities as may be necessary or appropriate under the laws of its local jurisdiction; to adopt and amend local bylaws and rules related to its internal governance; to appoint directors and officers; to employ such persons as may be necessary or appropriate to its efficient operation; to acquire, own, lease, and operate real and personal property; to enter into contracts in its own name; and otherwise to exercise all of the powers permitted under the laws of its local jurisdiction.

INTERNATIONAL BYLAWS

1. Adoption. The Center hereby adopts these International Bylaws (“Bylaws”) for the governance and administration of its operations. These Bylaws are supplemental to the Charter and to the governing instruments of Shambhala and shall be deemed subordinate to the Charter and said governing instruments. In the event of conflict in interpretation, the Charter and governing instruments of Shambhala shall prevail.

2. Purposes. The purposes for which the Center is established are as follows:

(a) To operate solely as a Center or division within the Shambhala Mandala and a part of its association of Centers and organizations in the world, and in that role to present, propagate, and support the teachings of the Sakyong lineage of Shambhala;

(b) To establish, maintain and operate a Center for religious practice and worship, education, and cultural and community activities in accordance with the precepts and teachings of the Shambhala and Buddhist traditions, as taught and practiced within the Shambhala Mandala, and specifically within Shambhala USA, with which the Center is associated;

(c) To promote and encourage cooperation and communication between the Center and the other Centers and organizations within Shambhala USA and the Shambhala Mandala;

(d) To conduct the activities of the Center exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954, as the same may be amended from time to time; and,; and,

(e) To fulfill the purposes and exercise the powers of the Shambhala Mandala and Shambhala USA as set forth in the Articles of Incorporation and Bylaws of Shambhala USA, as amended, which are incorporated herein by reference as if fully set forth.

3. Governance by Shambhala.

(a) The Center is subject to the governance of the Kongma Sakyong as the Lineage Holder of Shambhala and the governing bodies and officers of the Shambhala Mandala and Shambhala USA in all matters of practice and instruction, organization, administration, and finances.

(b) The Center may adopt procedures for appointment, compensation, and replacement of its directors and officers; provided that all such appointments shall be confirmed by the Kongma Sakyong or his designee, and all directors and officers shall be subject to removal from office by the Sakyong or his designee in accordance with procedures in effect within the Shambhala Mandala and Shambhala USA.

(c) The Center shall have the authority to adopt operational statutes, bylaws and policies in furtherance of and consistent with these Bylaws, provided that in the event of any conflict, the provisions of these Bylaws shall govern.

(d) The Center's Charter may be revoked and the Center dissolved upon the direction of the Kongma Sakyong with or without notice or stated cause.

4. Service Marks and Intellectual Property.

(a) The Center acknowledges that the Shambhala Mandala, acting through the Shambhala USA, has adopted, owns and uses world-wide, the names and service marks Shambhala, Shambhala Center, Shambhala Meditation Center, and Shambhala Training, and have registered the same with the Canadian Registrar of Trade-Marks and other international agencies; all in connection with the services specified in the certificates of registration, the terms of which are incorporated herein by reference (the "Marks").

(b) The Center also acknowledges that the Shambhala Mandala has created and owns, and will hereafter continue to create and own, symbols, names, artwork, writings, audio and audio-visual properties, and other forms of intellectual property, whether in print, electronic, on-line, or any other format (the "Intellectual Property").

(c) So long as it is in good standing as a lineage institution of the Shambhala Mandala and no longer, the Center shall have the nonexclusive license to use the Marks and Intellectual Property solely in connection with its role as a Center, group, or division within the Shambhala Mandala and an associate of Shambhala USA and subject at all times the authority of the Kongma Sakyong and the governing bodies and officers of the Shambhala Mandala. The Center may not sublicense any of its rights hereunder without the prior written approval of an authorized officer of the Shambhala Mandala.

(d) The Center acknowledges that the Marks, the Intellectual Property, and the goodwill symbolized thereby, are the sole and exclusive property of the Shambhala Mandala and Shambhala USA. The Center agrees that it will do nothing inconsistent with such ownership and that all use of the Marks and Intellectual Property by the Center shall inure to the benefit of and be on behalf of the Shambhala Mandala, that the Center is estopped from establishing any claim of adverse possession to the Marks and Intellectual Property, and agrees to assist the Shambhala Mandala in recording this agreement with appropriate government authorities where necessary.

(e) The Center acknowledges that except as provided in paragraph 4(c), above, nothing in these Bylaws shall give the Center any right, title or interest in or to the Marks or the Intellectual Property and that it shall not attack Shambhala USA's title to the Marks or Intellectual Property or attack the validity of the Marks as registered marks.

(f) The Center acknowledges and agrees that it has no power or right to, and shall not at any time (i) attach, pledge or otherwise encumber the title or any rights of the Shambhala USA

in or to the Marks or the Intellectual Property anywhere in the world, (ii) claim any right, title or interest in or to the Marks or Intellectual Property, or (iii) register or apply to register the Marks anywhere in the world in the Center's name or in any other name not otherwise expressly authorized by Shambhala USA in a signed writing.

5. Finances and Limitations on Powers Related to the United States Internal Revenue Code.

(a) The Center is a local subordinate organization within Shambhala USA. The Center shall have the power to conduct activities necessary or incidental to its purposes stated above or conducive to the furtherance thereof, subject always to the direction and control of the Society, acting through its governing bodies.

(b) The Center shall not carry on any activities not permitted to be carried on by an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1954 and Regulations established thereunder, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations thereunder or the corresponding provisions of any future United States Internal Revenue law.

(c) The Center is not organized for pecuniary profit or financial gain, and no part of its assets, income or profit shall be distributed to or inure to the benefit of any member or officer of the Center or any other private individual, except that the Center shall be authorized to pay reasonable compensation for services rendered in furtherance of the purposes set forth herein.

(d) No part of the activities of the Center shall be devoted to carrying on propaganda or otherwise attempting to influence legislation. The Center shall not participate or intervene in any political campaign on behalf of any candidate for public office.

(e) The assets of the Center are dedicated to the purposes of the Shambhala Mandala and Shambhala USA and in the event of the liquidation, dissolution or winding up of the Center shall be transferred, conveyed and distributed to Shambhala USA or any successor to Shambhala USA; or in the event Shambhala USA or its successor shall not then exist, then in a manner designed to carry out the purposes of Shambhala USA, provided that no assets shall be distributed to any organization whose purposes are not exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 and Regulations adopted thereunder as at any time amended.

(f) The Center shall provide regular financial reports to Shambhala USA and further acknowledges its responsibility to make regular and recurring financial payments to Shambhala USA in an amount and frequency to be agreed upon between Shambhala USA and the Center.

6. Dispute Resolution. The Center agrees that in the event of any dispute between the Center, its directors, officers, or representatives (for purposes of this paragraph, the "Center")

and Shambhala, Shambhala USA, any other participating entity of the Shambhala Mandala, or any director, officer, or representative of Shambhala or Shambhala USA, acting in his or her official capacity (for purposes of this paragraph, collectively referred to as the “Shambhala Mandala”), such dispute shall be resolved exclusively by means of the internal dispute resolution procedures established by the Kongma Sakyong and the governing bodies of the Shambhala Mandala.

As used herein, the term “dispute” shall be construed as broadly as possible and includes, without limitation, any claim or controversy arising out of or related to the Charter, these Bylaws, or, more generally, the relationship between the Center and Shambhala USA or the Shambhala Mandala, whether legal or equitable and regardless of the nature of any cause of action or legal theory under which such dispute could be asserted. The Center agrees that it shall fully participate in, comply with, and be absolutely bound by any final decision entered in accordance with such internal dispute resolution procedures, which may include mediation and mandatory binding arbitration before an arbiter or arbiters appointed by the Kongma Sakyong or his designee; that the final decision entered in such internal dispute resolution procedures shall not be subject to review or appeal by any civil court or tribunal in any jurisdiction whatsoever; and that such final decision shall be fully enforceable to the fullest extent of the law as an arbitration or similar award by the civil courts having jurisdiction over the Center.

7. Amendment. These Bylaws may be amended at any time by action of the governing body of Shambhala USA.

The foregoing International Bylaws are hereby adopted by the Center this 19th day of February, 2015.

Nashville Shambhala Meditation Group

By: _____
Title:

ACKNOWLEDGEMENT

The Nashville Shambhala Meditation Group is hereby acknowledged as a member lineage institution of the Shambhala Mandala and a division of Shambhala USA as of the 19th day of February, 2015.

SHAMBHALA

By: Shambhala USA

By: *Alex Helen*
Title: Vice President

