

ASSET PROTECTION AGREEMENT

AGREEMENT

THIS AGREEMENT, made and concluded, this _____ day of _____, 20____, by and between SIGMA PHI EPSILON FRATERNITY, a Virginia corporation, and _____, a _____ corporation (the "Alumni and Volunteer Corporation").

WITNESSETH:

WHEREAS, Sigma Phi Epsilon Fraternity, a Virginia corporation, ("Corporation") was formed for the moral and social purposes stated in its charter, and to administer the affairs of Sigma Phi Epsilon Fraternity, a national college fraternity (the "National Fraternity"), and toward that end, to charter, aid, counsel, discipline, and advise local chapters of Sigma Phi Epsilon Fraternity ("Local Chapter") upon their respective campuses; to require that the standards of the National Fraternity be maintained and to administer and control the funds and property of the respective chapters of the National Fraternity coming into its possession; all such property to be used for the purpose of forwarding the interests of the respective chapters of the National Fraternity; and

WHEREAS, the Alumni and Volunteer Corporation was formed in accordance with the provision found in Article V, Section 38 of the National Fraternity Bylaws, as amended from time to time, (the "Bylaws") to promote the interests of the National Fraternity, particularly upon the campus of _____[name of host institution] and, to administer funds arising from contributions of the National Fraternity alumni and others, including the active local chapter of the National Fraternity, and/or to acquire and hold a chapter house for said local chapter. The property, both real and personal, in the possession of the Alumni and Volunteer Corporation, shall be held for the purposes aforesaid and to promote the

aims of the National Fraternity to be held in trust for the benefit of the undergraduate chapter, as set forth pursuant to Article V of the Bylaws, and amended from time to time.

WHEREAS, the Sigma Phi Epsilon Fraternity has a significant interest in the success and continuation of the Local Chapters of the Sigma Phi Epsilon Fraternity to promote the goals and objectives contained in the Bylaws; and

WHEREAS, the Sigma Phi Epsilon Fraternity and the Alumni Volunteer Corporation agree that the success and continuation of the Local Chapter of the Sigma Phi Epsilon Fraternity is a mutual objective of the Parties and desire to contract for and secure the safekeeping of the assets of the Local Chapter.

WHEREAS, a Resolution regarding Individual Chapter Asset Ownership, was passed on August 11, 2007, by the Grand Chapter, setting forth the goals and objectives of retaining, investing, and managing the assets of a Local Chapter by an Alumni and Volunteer Corporation.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and in consideration of the continued rendering of services in exchange for membership dues to National Fraternity, the Alumni and Volunteer Corporation hereby agrees as follows:

(1) To provide in its corporate bylaws, initially or by amendment, a provision acknowledging that any and all property or assets, whether personal or real, cash or non-cash, specifically including, without limitation the real property more particularly described on Exhibit A attached hereto and made a part hereof, which is held by or titled to the Alumni and Volunteer Corporation or any of its affiliates or subsidiaries (collectively, the "Funds"), are Funds to be held and administered for the benefit of the undergraduate chapter of Sigma Phi Epsilon at the _____ [name of host institution] (the "Local Chapter") in the same manner in which a Trustee holds property for a beneficiary.

(2) The Alumni and Volunteer Corporation agrees that such Funds are held for the benefit of the

Local Chapter, shall be used to promote the ideals and interests of the National Fraternity, shall be managed in accordance with the chapter, Bylaws and Administrative Policies and Procedures of the National Fraternity, and such management shall be subjected to the same standard of investment and fiduciary duty as consistent with the Uniform Prudent Investor Act, unless superseded by state law.

(3) The Alumni and Volunteer Corporation, upon the dissolution, forfeiture, withdrawal or suspension of the charter of the Local Chapter, whether voluntary, by surrender of charter, or involuntary, by forfeiture or withdrawal of charter pursuant to the Bylaws or Administrative Policies and Procedures of the National Fraternity, the Alumni and Volunteer Corporation shall:

(a) Continue to hold the Funds for the purpose of re-establishing an undergraduate chapter of the Local Chapter; or

(b) Transfer the Funds, including, but not limited to any Real Property owned by the Alumni and Volunteer Corporation, whether by deeds of conveyance, bills of sale or by transfer of ownership and control of the Alumni and Volunteer Corporation to the National Fraternity or its affiliates, to be held by the National Fraternity or its affiliates in accordance with the Chapter Continuation Fund of the National Fraternity for twenty-one (21) years for the purpose of reactivating the Local Chapter and for the other purposes set forth in the Administrative Policies and Procedures of the National Fraternity.

(4) Notwithstanding the foregoing and notwithstanding the provisions of any agreement heretofore or hereafter executed by the Alumni and Volunteer Corporation, the transfer of any Funds from the Alumni and Volunteer Corporation to the National Fraternity or its affiliates, pursuant to Section 3(b) of this Agreement, shall not occur without the consent of the Board of Directors of the National Fraternity.

(5) The National Fraternity and the Alumni and Volunteer Corporation agree that:

(a) Any Funds of any Local Chapter or Alumni and Volunteer Corporation, coming into possession of the National Fraternity or its affiliates in the manner described herein, shall be held in

accordance with the Chapter Continuation Fund of the National Fraternity or its affiliates for a period of twenty-one (21) years for the purpose of reactivating and housing the Local Chapter at the _____[name of host institution]. The National Fraternity shall provide accounting of the income and expenses of the Funds to the Alumni and Volunteer Corporation annually. If the Local Chapter is not reactivated within twenty-one (21) years, the Funds shall be used according to the vote of the Grand Chapter in Conclave assembled.

(b) Any Funds of any Local Chapter or Alumni and Volunteer Corporation, retained by the Alumni and Volunteer Corporation in the manner described herein, shall be held by the Alumni and Volunteer Corporation for a period of twenty-one (21) years for the purpose of reactivating and housing the Local Chapter at the _____[name of host institution]. The Alumni and Volunteer Corporation shall provide accounting of the income and expenses of the Funds to the National Fraternity annually. If the Local Chapter is not reactivated within twenty-one (21) years, the Alumni and Volunteer Corporation shall do one of the following:

(i) convey part or all of the Funds to an Alumni and Volunteer Corporation of another Sigma Phi Epsilon chapter of its choosing;

(ii) convey part or all of the Funds to the National Fraternity, for use according to the vote of the Grand Chapter in Conclave assembled; or

(iii) request permission of the Board of Directors of the National Fraternity, which shall not be unreasonably withheld, for the Alumni and Volunteer Corporation to continue to hold part or all of the Funds, as set forth herein, for a period not to exceed an additional twenty-one (21) years.

(6) It is understood and agreed by and between the parties hereto that prior to any sale or conveyance of the Funds of the Alumni and Volunteer Corporation held in trust pursuant to this Agreement (for less than fair market value), the approval of the Board of Directors of the National Fraternity shall be

secured. Such approval or disapproval shall be communicated to the Alumni and Volunteer Corporation, within thirty (30) days of request for such approval; provided, that if no communication is made by the National Board of Directors within the said 30 days, approval shall be presumed.

(7) The parties hereto agree that (a) any failure of the Alumni and Volunteer Corporation to perform its obligations under this Agreement or (b) any attempt by the Alumni and Volunteer Corporation to terminate this Agreement without the prior written consent of the National Fraternity and/or the Corporation shall constitute a breach of this Agreement. In the event of such a breach, the parties hereby agree that damages shall be presumed to equal the benefit of the Alumni and Volunteer Corporation's performance hereunder and shall include reasonable attorneys' fees incurred by the National Fraternity and/or the Corporation.

This Agreement may be executed in any number of counterparts and by the different parties on separate counterparts. Each such counterpart shall be deemed an original, but all such counterparts shall together constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the _____ day of _____, 20__ , first above written.

NATIONAL FRATERNITY:

GRAND CHAPTER, SIGMA PHI EPSILON FRATERNITY

By _____
Brian C. Warren, Jr., Chief Executive Officer of Sigma Phi Epsilon Fraternity by Power of Attorney Dated September 15, 2013

ATTEST:

Witnessed by _____ as authorized by National Board of Directors' resolution dated August 11, 2007.

(SEAL)

COMMONWEALTH OF VIRGINIA

CITY OF RICHMOND, to-wit:

I, the undersigned, a Notary Public in and for the Commonwealth of Virginia aforesaid, do hereby certify that Brian C. Warren, Jr., Chief Executive Officer of Sigma Phi Epsilon Fraternity, by power of attorney dated September 15, 2013, and

_____,
(Title) as witness, whose names are signed to the foregoing document, dated _____, have this day personally appeared before me and acknowledged the same.

Given under my hand this _____ day of _____, 20__.

Notary Public

My commission expires: _____

(SEAL)

LIMITED POWER OF ATTORNEY

We, the Board of Directors of the Grand Chapter of Sigma Phi Epsilon Fraternity (the "Fraternity"), hereby name and appoint Brian C. Warren, Jr., as our attorney-in-fact with full power and authority to execute, acknowledge, and deliver that certain standard form agreement entitled "Asset Protection Agreement" as may be necessary for or required by the Fraternity and on behalf of the Fraternity in order to secure the assets of individual Fraternity chapters for the benefit of that chapter; and to perform all acts appropriate to the foregoing power and authority as fully as we could if we were acting personally.

Signed this 22nd date of September, 2017



Christopher L. Bittman, Grand President
Sigma Phi Epsilon Fraternity

STATE OF COLORADO
CITY OF DENVER, to-wit:

The foregoing Limited Power of Attorney was acknowledged before me, the undersigned Notary Public, in my jurisdiction aforesaid, this 22nd day of September, 2017, by Christopher L. Bittman, Grand President of Sigma Phi Epsilon Fraternity, on behalf of the Fraternity.

My commission expires: JANUARY 7, 2018


Notary Public

ALUMNI AND VOLUNTEER CORPORATION:

(Insert name of Alumni and Volunteer Corporation online above)

By: _____
Name: _____
Title: _____

ATTEST:

Secretary

(SEAL)

STATE OF _____

CITY/COUNTY OF _____ to-wit:

I, the undersigned, a Notary Public in and for the State and [City/County] aforesaid, do hereby
certify that _____ (Name), as _____ (Title) of _____
_____ (Alumni and Volunteer Corporation Name),

whose name(s) is/are signed to the foregoing document has/have this day personally appeared before me
and acknowledged the same

Given under my hand this ____ day of _____, 20 ____.

Notary Public

My commission expires: _____

(SEAL)

**EXHIBITA
TO AGREEMENT**

[REAL PROPERTY LEGAL DESCRIPTION TO BE PROVIDED AND
ATTACHED BY COUNSEL FOR ALUMNI AND VOLUNTEER
CORPORATION]

[LIST OF ALL ASSETS, INCLUDING, BUT NOT LIMITED TO, CHECKING
ACCOUNTS, INVESTMENT ACCOUNTS, AND OTHER PERSONAL PROPERTY]

Property:

Accounts:

Balances as of

*=>Both the local Alumni and Volunteer Corporation and the national Fraternity need to
execute the Asset Protection Agreement to ensure the funds are maintained in accordance
with Grand Chapter Bylaws, Article V, Sections 39-44<=*