



Procedures for Affiliation

House of Heroes, Inc.

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Purpose

The purpose of this document is to provide background and guidance for prospective House of Heroes, Inc. (HOH) Affiliate Chapters.

This manual supports the bylaws of HOH and must be used in conjunction with them. When the HOH Board of Directors, or a Committee of the Board, makes changes to its policies, functions or procedures, those changes that effect the contents of this manual shall be reviewed and where appropriate, included in, and become an integral part of the manual, subject to HOH Board of Directors approval, or at its discretion, by the Chairman of the Board.

House of Heroes, Inc. Executive Summary

Original Date: November 18, 1999

Revised: July 30, 2015

House of Heroes, Inc. (HOH) is a 501(c)(3) service organization established in 2000 to help and honor military and public safety veterans and/or their spouses who have served our country faithfully and sacrificially. Through service to these veterans and their spouses, House of Heroes, Inc. (HOH) volunteers attempt to convey our nation's gratitude by making minor repairs to their home at no cost to the homeowner/veteran. Recipients are then recognized at a special ceremony and are presented with a flag that has been flown over the Capitol of the United States in their honor.

Over 110 million Americans have served our nation since 1940. Some of these great Americans have been wounded or disabled while others have reached an age where physical work around the house has become very difficult. House of Heroes, Inc. is a volunteer program that provides free home repairs for these veterans and their spouses as a way of saying "thank you" for their service to our country and the cause of freedom around the world.

Former Senator Max Cleland observed, "Poor is the nation who has no heroes. Poorer is the nation which has them but forgets them." Houses of Heroes is a program that lets our military and public safety veterans and their families know that we have not forgotten the sacrifices they have made to provide and protect the freedoms we enjoy today.

On May 12, 2000, HOH repaired the home and then honored its first veteran. Since then, HOH has helped and honored over 800 military and public safety veterans and/or their spouses, and the program is expanding to communities across America including Philadelphia, PA, Washington, IA, Plano, TX, Tampa, FL, Orlando, FL, Charlotte, NC, Nashville, TN, Phoenix, AZ, Phoenix City, AL, Hamden, Connecticut, as well as Columbus, LaGrange, Savannah, Albany, McRae, Lake Park, Macon, Americus, and Augusta, GA.

During 2011, the program was especially significant as the Nation remembered the 10th Anniversary of 9/11 and all of those who have sacrificed and died because of it. Moreover, America has remembered December 07, 1941 and the 70th Anniversary of the bombing of Pearl Harbor. In response, seventeen (17) million young Americans put on uniforms and went across the globe to defend our country from invasion, to liberate countries occupied by the forces of tyranny, and to spread the hope of freedom to billions of people around the world. House of Heroes, Inc. is a personal and practical way for a company or community to recognize and remember, help and honor those who have sacrificed so much so that we might have the life, liberty, and freedom we enjoy today.

House of Heroes, Inc. is a community-focused program that engages over 5000 volunteers each year – private and public sector employees, community and youth groups, high school and college students, clergy and civic leaders, active duty and retired military personnel. Then, at the completion of each House of Heroes, Inc. project, the veteran receives a flag that has been flown over the Capitol of the United States in their honor and is presented with these words:

*On behalf of the Congress of the United States
And a grateful nation
This gift to you
For your gift to us.*

Congressional Resolution (H. CON. RES. 385) states, "The House of Heroes, Inc. project in Columbus, GA should serve as a model for public service support for the nation's veterans." The vision for House of Heroes, Inc. is that this practical expression of a long overdue "thank you" be done for military and public safety service veterans in every Congressional District in America.

Mission Statement

The mission of House of Heroes, Inc. is to recognize and honor military and public safety veterans and/or their spouses who have served our country faithfully and sacrificially. Through service to these veteran and their spouses, House of Heroes, Inc., volunteers attempt to express gratitude that can never adequately expressed in words alone by:

- Improving the living conditions of military and public safety veteran and/or their spouses who are in need of assistance in maintaining their homes.
- Honoring these American heroes through the generosity of individuals, civic organizations and corporations.
- Encouraging leadership and service, team building and volunteerism.

What is an Affiliate Chapter?

A HOH affiliate Chapter is a geographically identified organization that operates under the auspices and established guidelines of House of Heroes, Inc., by and through an Affiliate Agreement of House of Heroes, Inc. Affiliate Chapters are independent, locally run, non-profit organizations composed of citizens working together to fulfill the mission of House of Heroes, Inc. Each Affiliate Chapter coordinates all aspects of the operations and management of the chapter to include fund raising, recipient selection, home improvements and/or repairs and honor ceremony, which is an integral part of the mission of HOH.

House of Heroes, Inc. (HOH) located in Columbus, Georgia, USA provides established guidelines and information, training and other support services and oversight to HOH Affiliate Chapters Nationally.

Preparation for Affiliation

- Determine the need for a HOH endeavor in your community.
- Identify agencies and ministries in your area that are addressing the housing conditions of local veterans and/or public safety in your community.
- Identify organizations and individuals that might be interested (sponsors, in-kind donors, volunteers, etc.).
- Arrange for a HOH representative to visit your community to speak to as many people as possible about HOH i.e., (presentations through your Chamber of Commerce, civic group, meeting with business leaders and other organizations in your community).
- Compile a list of names and addresses of interested community members.
- Contact the local Veteran Affairs office, Fraternal Order of Police (F.O.P.) and/or fireman's associations and/or local military installations.
- Be prepared to attend an Operations workshop in Columbus, Georgia.

Becoming an Affiliate:

- Form a steering Committee and select a steering committee chairperson.
- Inform House of Heroes, Inc. (HOH) that your steering committee is formed and are meeting regularly. Send HOH the names and addresses of committee members so that they may begin receiving the HOH newsletter.
- Define the geographic area. i.e., HOH-Columbus, Georgia.
- Request permission from HOH to use your Affiliate name as well as the House of Heroes, Inc., Inc. name on a provisional basis until a formal chapter affiliation charter is granted.
- Prepare the articles of incorporation, making certain to insure that the specific purposes and provisions of those articles are in consonance and compatible with the mission and purpose of HOH.
- File the articles of incorporation with the necessary state agencies.
- Elect a Board of Directors
- Prepare bylaws for your organization and have them reviewed by your attorney.

Structuring Your Organization

- Form a corporation in accordance with local and state requirements.
- Create a board of directors and elect officers.
- Obtain a federal taxpayer (employer) identification number by filing form SS-4 with the Internal Revenue Service.
- Adopt calendar year as the affiliate fiscal year.
- 501(c)(3) tax-exempt status for the affiliate will be provided by and through HOH
- Ensure that your local bylaws are approved by your Board of Directors and are forwarded to HOH.

Application for Affiliation

- Complete the Application for Affiliation form which must be reviewed and approved by your Board of Directors prior to its submission to HOH.
- Submit two copies of the completed application to HOH along with the affiliation fee of \$1,000.

Affiliation Approval

- Upon approval of your application for affiliation HOH will grant a Charter formalizing Affiliate status for your organization.
- You will subsequently receive a copy of the Charter and a copy of the Affiliate operations Manual (AOM) and additional manuals for committee members, as needed.

House of Heroes, Inc., Inc. Responsibilities Relative to the Affiliate Chapter:

- Grant an annual charter
- Provision of umbrella non-profit, tax exempt 501(c)(3) status.
- Provision of training and support materials to Affiliate
- Provision of consultation
- Provision of oversight of operations and management of the Affiliate to include financial reviews in compliance with RS rules and requirements for continued 501(c)(3) status.

Chapter Affiliation Agreement



House of Heroes, Inc.

4709 Milgen Road

Columbus, Georgia 31907

AFFILIATE CHAPTER APPLICATION

1. Contact Person Information

Name: _____

Address: _____

City/State/Zip: _____

Home Telephone: _____ Cell Telephone: _____

Work Telephone: _____ Facsimile: _____

E-Mail: _____

2. Intended Geographical Boundaries

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3. If you represent an organization already in existence, provide the organization's name, state and date of organization or operation, and describe the organization's past activities. Attach additional pages and representative copies of newsletter, brochures, or similar documents for supporting details as needed.

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4. List the name, title, mailing address, and proposed compensation for each existing or proposed officers and directors of your organization. Enter “none” if no compensation is or will be paid. Compensation includes the following: Salary or wages, deferred compensation, retirement benefits (both qualified or non-qualified employee retirement plans, such as pensions or annuities). Fringe benefits (personal vehicle, meals, lodging, personal and family educational benefit, low interest loans, payment of personal travel, entertainment, or other expenses such as club membership(s) and personal use of your organization’s property) and bonuses. If additional space is needed, attach a separate sheet.

| Name | Title | Mailing Address | Annual Compensation (actual or estimated) |
|------|-------|-----------------|---|
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5. List the name, title, and mailing address of each existing or proposed employee (with title) and independent contractor (with business name or service provider) of your organization (other than officers or director listed above) who receive or will receive compensation of more than \$50,000 per year.

| Name | Title/ Business Name or Service Provider | Mailing Address | Annual Compensation (actual or estimated) |
|------|--|-----------------|---|
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The following "Yes" or "No" questions relate to past, present, or planned relationships, transactions, or agreements with your officer, directors, highest compensated employees, and highest compensated independent contractors listed above.

6. Are any of your organization's officers, directors, or trustees related to each other through family or business relationships? Yes ___ No ___

If "Yes," identify the individuals and explain the relationship.

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7. Does your organization have a business relationship with any of its officers or directors, other than with their position as an officer or director? Yes ___ No ___

If "Yes," identify the individuals and describe the business relationship with each of your officers or directors.

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8. Are any of your organization's officers or directors related to the highest compensated employees or highest compensated independent contractors listed above through family or business relationships? Yes ___ No ___

If "Yes," identify the individuals and explain the relationship.

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9. Does or will your organization compensate any of its officers, directors, employee, or independent contractors through non fixed payments, such as discretionary bonuses or revenue- based payments? Yes ___ No ___

If "yes," describe all non- fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether it place a limitation on total compensation, and how it will determine that it pay no more than reasonable compensation for services.

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10. Does or will your organization purchase any goods, services, or assets from or sell any goods, services, or assets to its officers, directors, highest compensated employee, or highest compensated independent contractors listed above? Yes___ No_____

If “Yes,” describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether it place a limitation on total compensation, and how it will determine that it pay no more than reasonable compensation for services.

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11. Does or will your organization have any leases, contracts, loans, or other agreements with its officers, directors, highest compensated employees, or highest compensated independent contractors listed above? Yes___ No_____

If “Yes,” provide the information requested below as an attachment:

- Describe any written or oral arrangements that it made or intends to make.
- Identify with whom it has or will have such arrangements.
- Explain how the terms are or will be negotiated at arm’s length.
- Explain how it will be determined that it pays no more than fair market value or is paid at least fair market value.
- Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

12. Do any individuals who have received or will receive goods, services, or funds through your programs have a family or business relationship with any officer, director, or with any of your highest compensated employees or highest compensated independent contractors listed in above? Yes___ No_____

If “Yes,” explain below:

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13. Check all the fundraising programs you do or will conduct, and attach a description of each such program.

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|--|--|--|---|
| | Mail solicitations | | Phone Solicitations |
| | Email Solicitations | | Accept Donations On Your Website |
| | Personal Solicitations | | Receive Donations From Another’s Organization’s Website |
| | Vehicle, Boat, Plane, or Similar Donations | | Government Grant Solicitations |
| | Foundation Grant Solicitations | | Other |

14. List all states and local jurisdictions in which you do or will conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization or individual fundraises for you. If another individual or organization raises funds for you, state whether and how such individual or entity is compensated for its services.

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15. Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advice on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the type of investments, distributions from the types of investments, or the distribution from the donor's contribution account. Yes_____ No_____

If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors.

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16. Do or will persons other than your employees or volunteers manage your activities or facilities? Yes_____ No_____ If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees.

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17. If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

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18. Do you or will you enter into a joint ventures, including partnerships, in which you share profits and losses with partners other than charitable section 501 (c)(3) organizations?
Yes_____ No_____ If "Yes," describe the activities of these joint ventures in which you participate.

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Financial Data

19. For purpose of this schedule, years in existence refer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of our future finances for a total of 3 years of financial information. (See instructions.)

| Type of revenue or expense | Current tax year | 3 prior tax years or 2 succeeding tax years | | | Provide Total for (a) through (d) |
|--|------------------------|---|------------------------|------------------------|-----------------------------------|
| | (a) From 200_ To 200_ | (b) From 200_ To 200_ | (c) From 200_ To 200_ | (d) From 200_ To 200_ | |
| 1. Gifts, Grants, and contribution received (do not include unusual grants) | | | | | |
| 2. Membership fees received | | | | | |
| 3. Gross investment income | | | | | |
| 4. Net unrelated business income | | | | | |
| 5. Taxes levied for your benefit | | | | | |
| 6. Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge) | | | | | |
| 7. Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list) | | | | | |
| 8. Total of lines 1 through 7 | | | | | |
| 9. Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach an itemized list) | | | | | |
| 10. Total of lines 8 and 9 | | | | | |
| 11. Net gain or loss on sale of capital assets (attach schedule and see instructions) | | | | | |
| 12. Unusual grants | | | | | |
| 13. Total revenue (Add lines 10 through 12) | | | | | |
| 14. Fundraising expenses | | | | | |
| 15. Contributions, gifts, grants, and similar amounts paid out (attach an itemized list) | | | | | |
| 16. Disbursements to or for the benefit of members (attach an itemized list) | | | | | |
| 17. Compensation of officers, directors, and trustees | | | | | |
| 18. Other salaries and wages | | | | | |
| 19. Interest expense | | | | | |
| 20. Occupancy (rent, utilities, etc.) | | | | | |
| 21. Depreciation and depletion | | | | | |
| 22. Professional fees | | | | | |
| 23. Any expense not otherwise classified, such as program services (attach itemized list) | | | | | |
| 24. Total Expenses (Add lines 14 through 23) | | | | | |

| Balance Sheet (for your most recently completed tax year) | | | Year End: 200__ | |
|---|--|----|------------------------------|-----------------------------|
| Assets | | | (Whole dollars) | |
| 1 | Cash..... | 1 | | |
| 2 | Accounts receivable, net..... | 2 | | |
| 3 | Inventories..... | 3 | | |
| 4 | Bonds and notes receivable (attach an itemized list)..... | 4 | | |
| 5 | Corporate stocks (attach an itemized list)..... | 5 | | |
| 6 | Loans receivable (attach an itemized list)..... | 6 | | |
| 7 | Other investments (attach an itemized list)..... | 7 | | |
| 8 | Depreciable and depletable assets (attach an itemized list)..... | 8 | | |
| 9 | Land..... | 9 | | |
| 10 | Other assets (attach an itemized list) | 10 | | |
| 11 | Total Assets (add lines 1 through 10)..... | 11 | | |
| Liabilities | | | | |
| 12 | Accounts payable..... | 12 | | |
| 13 | Contributions, gifts, grants, etc. payable..... | 13 | | |
| 14 | Mortgages and notes payable (attach an itemized list)..... | 14 | | |
| 15 | Other liabilities (attach an itemized list)..... | 15 | | |
| 16 | Total liabilities (add lines 12 through 15)..... | 16 | | |
| Fund Balances or Net Assets | | | | |
| 17 | Total fund balances or net assets..... | 17 | | |
| 18 | Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17) | 18 | | |
| 19 | Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain below | | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | | | | |
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I declare that I am authorized to sign this application on behalf of the above organization and that I have examined this application, including the accompanying schedules and attachments and to the best of my knowledge it is true, correct, and complete.

_____ (Signature of Officer or Director, or other Authorized official) _____ (Type or print of signer) _____ (Date)



CHAPTER AFFILIATION AGREEMENT

This CHAPTER AFFILIATION AGREEMENT (this "Agreement") is made and entered into as of _____, 20__ by and between HOUSE OF HEROES, INC., a Georgia nonprofit corporation having its principle place of business in Muscogee County ("House of Heroes, Inc."), and _____, a _____ ("Affiliate").

WITNESSETH THAT:

WHEREAS, House of Heroes, Inc. is a public charity, exempt from federal income taxation under Section 501(c) (3) of the International Revenue Code (the "Code"), that offers, through volunteer efforts, free repairs and improvements to the homes of elderly and disabled military and public safety veterans in honor and recognition of, and thanksgiving for, service to their country, state and community (the "Veterans Support Program"), and

WHEREAS, House of Heroes, Inc. was issued a group exemption letter from the Internal Revenue Service holding that its subordinate organizations are also exempt from federal income tax by virtue of their affiliation with House of Heroes, Inc., as the parent organization; and

WHEREAS, Affiliate desires to become a subordinate organization of House of Heroes, Inc. in order to be covered under its group exemption letter for obtaining and maintaining its tax exempt status and to offer the Veterans Support Program to elderly and disabled military and public safety veterans in Affiliates community;

NOW, THEREFORE, for and in consideration of the mutual agreements recited herein and the benefits accruing to the parties hereto, and in order to meet the requirements of the Internal Revenue Service ("IRS") for adding a subordinate organization to the House of Heroes, Inc.' group exemption letter, once obtained, the parties hereby agree as follows:

ARTICLE I

TERM

The term of this Agreement shall be for a period of one (1) year commencing on the date of this Agreement _____, 20__, together with any renewal term(s) (hereinafter referred to as the "term"), This Agreement shall renew automatically each year for additional one (1) year terms and shall continue to renew automatically until terminated by either party giving not less than (90) days written notice to the other party prior to the expiration of the Term of otherwise terminated in accordance with the terms and conditions of this Agreement. Upon the termination of this Agreement, Affiliate shall there upon no longer be an Affiliate and shall immediately discontinue its operation and use of the name, logo, and any other trademark of House of Heroes, Inc.

ARTICLE II

RELATIONSHIP BETWEEN PARTIES

2.1 Group Exemption Inclusion

2.1.1 Authorization. Affiliate hereby authorizes and requests House of Heroes, Inc. to file, on behalf of Affiliate, all necessary and appropriate documents with the IRS to request and obtain Affiliate's inclusion and coverage under House of Heroes, Inc.' group exemption determination letter. Affiliate understands and agrees that any previously issued individual exemption letter issued to Affiliate by the IRS will be superseded by the group exemption letter.

2.1.2 Section 508(a) Restriction. Affiliate understands and agrees that its tax exempt status will be effective as of its date of organization; provided, however if Affiliate's date of organization predates the date of House of Heroes, Inc.' group exemption letter, then Affiliate's tax exempt status will be effective as of its date of organization only if Affiliate was formed within fifteen (15) months prior to the submission of House of Heroes, Inc.' request for a group exemption letter, dated _____. Affiliate also understands and agrees that if Affiliate has been in existence longer than fifteen (15) months prior to the date of House of Heroes, Inc.' submission to the IRS, then Affiliate's tax exempt status (absent an existing individual exemption letter which will be superseded by the group exemption letter) will be effective as of House of Heroes, Inc.' submission date shown above and not Affiliate's date of organization.

2.2 Geographic Location. During the term of this Agreement, Affiliate shall be authorized to operate the Veterans Support Program only in the counties of _____, in the state of _____ (the "Geographic Area").

2.3 Responsibilities of Affiliate

2.3.1 Annual Affiliation Fee. Affiliate shall pay as an initial affiliation fee of One Thousand Dollars (\$1,000.00) to House of Heroes, Inc. upon execution of this Agreement and shall pay an annual affiliation fee of 3% of the Affiliate's annual gross revenue to the House of Heroes, Inc., no later than June 30 of each year with the Affiliate's Annual Report. House of Heroes, Inc. may change the Affiliation fee to become effective with the calendar year following written notice to Affiliate of such change.

2.3.2 Support of Mission. Affiliate shall at all times conduct its affairs in such a manner as supports the mission of House of Heroes, Inc. and the continued status of House of Heroes, Inc. and affiliate as an organization qualifying for exemption from taxation under code 501(c)(3). Affiliate understands and agrees that any conduct or activity by Affiliate that is in violation of the mission of House of Heroes, Inc. or that is not permitted by an organization exempt from federal income under code 501(c) (3) shall result in termination of this Agreement, removal of Affiliate from coverage under House of Heroes, Inc.' group exemption determination letter as a 501 (c) (3) organization and, as a result, the loss of affiliate's tax exempt status.

2.3.3 Affiliate Operations Manual. Affiliate shall at all times operate the Veterans Support Program in accordance with the requirements of House of Heroes, Inc.' Affiliate Operations Manual, a copy of which, including any updates and amendments thereto, shall be provided to Affiliate.

2.3.4 Fundraising. Affiliate understands and agrees that it shall be solely responsible for raising funds for the operation of the Veterans Support Program in its Geographic Area.

2.4 Responsibilities of House of Heroes, Inc. House of Heroes, Inc. shall take all actions necessary to maintain its group exemption with the IRS and will provide training to Affiliate and various support materials to support Affiliate's successful operation of the Veterans Support Program. Upon request, House of Heroes, Inc., will also provide consulting services to Affiliate to the extent such services are necessary for Affiliate's successful operation of the Veterans Support Program.

ARTICLE III

GROUP EXEMPTION REQUIREMENTS

3.1 Oversight. Affiliate understands and agrees that by becoming a subordinate organization covered by House of Heroes, Inc.' IRS group exemption determination letter, it is submitting to House of Heroes, Inc.' general oversight of its operations. As such, Affiliate agrees to make business records available to House of Heroes, Inc., for review upon request.

3.2 Affiliate's Purposes and Activities. Affiliate represents that it is an organization which described in and consistent with the purposes and activities, and the financial information, including sources of receipts and the nature of expenditures, provided in the Affiliate Chapter Application, attached hereto as Exhibit "A" and made a part of hereof. Affiliate further represents that it is not a "Private Foundation" as described in Code 509(a).

3.3 Affiliate's Governing Documents. Affiliate agrees to adopt or amend its governing instruments as needed to conform with the requirements of the Internal Revenue Service and House of Heroes, Inc., as outlined in Exhibit "B", attached hereto and made a part hereof.

3.4 Affiliate's Fiscal Year. Affiliate represents that its accounting period is the same as that of House of Heroes, Inc., a calendar year, from January 1 to December 31.

3.5 Annual Reporting Requirements.

3.5.1 House of Heroes, Inc.' Annual Update. House of Heroes, Inc., Inc. shall annually file with the IRS (by no later than September 30) a report consisting of updated information regarding any changes in the name or address of Affiliate or the purposes, character, or method of operation of Affiliate, adding new subordinate organizations to be included under its group exemption letter, and deleting existing subordinate organizations no longer to be included under its group exemption letter. In order to facilitate such filing, Affiliate shall file an Annual report with House of Heroes, Inc., no later than June 30 of each year, which contains the information necessary to keep current Affiliate's tax exempt status under Code 501(c)(3). The Annual Report shall include its annual financial statement for the previous year and shall contain such other information and be in substantially the same form as the representative documents attached hereto as Exhibits "C" (Year-End Financial Statement) and "D" (Annual Budget) and made a part hereto. Affiliate Chapter shall submit an Annual Budget as soon as approved by the Affiliate Board no later than February 28. Affiliate understands that failure to timely file an Annual Report with House of Heroes, Inc., will result in removal of Affiliate from coverage under House of Heroes, Inc.'s group exemption determination letter and, as a result, the loss of Affiliate's tax exempt status.

3.5.2 Affiliate's Annual Return. House of Heroes, Inc. and Affiliate shall each, independent and separate from the other, timely file its required Annual Information Return with the IRS. Affiliate shall provide to House of Heroes, Inc., Inc. a copy of each such filed Annual Information Return no later than thirty (30) days after filing same with the IRS. Affiliate understands and agrees that House of Heroes, Inc. will not file a Group Information Return with the IRS on behalf of Affiliate.

ARTICLE IV

INDEMNIFICATION

- 4.1 Indemnification by Affiliate. Affiliate shall indemnify and hold House of Heroes, Inc., and House of Heroes, Inc.' agents, employees, contractors, visitors, and invitees, harmless from any and all losses, cost, expenses, judgments, claims, damages, and liabilities whatsoever (including attorney fees) incurred by House of Heroes, Inc. resulting for or arising out of any personal injury, property damage and any loss whatsoever related to or in any way result in from, caused by or arising out of Affiliate's activities, or those of its agents, employees, contractors, visitors, or invitees, in the operation of the Veterans Support Program or Affiliate's failure to timely report accurate information to House of Heroes, Inc. or the IRS pursuant to section 3.5 or otherwise due to Affiliate's failure to carry out its obligations under this Agreement.
- 4.2 Indemnification by House of Heroes, Inc. House of Heroes, Inc. shall indemnify and hold Affiliate, and Affiliate's agents, employees, contractors, visitors, and invitees, harmless from any and all losses, cost, expenses, judgments, claims, damages, and liabilities whatsoever (including attorney's fees) incurred by Affiliate resulting from or arising out of any personal injury, property damage and any loss whatsoever related to or in any way resulting from, caused by or arising out of House of Heroes, Inc.' activities, or those of its agents, employees, contractors, visitors, or invitees, or otherwise due to the failure in carrying out House of Heroes, Inc.' obligations to Affiliate under this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 Notices. Any notice or other communication by either party to the other shall be in writing and shall be given and be deemed to have been duly given, upon the date delivered if delivered personally (including by commercial express service) or upon the date provided below in this Section if mailed postage pre-paid, registered, express, or certified mail, addressed as follows

To House of Heroes, Inc.: House of Heroes, Inc.
Attn: Wayne Anthony
4709 Milgen Road
Columbus, GA 31907-1304

To Affiliate: _____
Attn: _____

Such addresses may be changed from time to time by either party by written notice to the other party. If any notice is delivered by mail it shall be deemed to have been given on the second day after the date of mailing, unless the same day is a Sunday or legal holiday, in which case the date of notice shall be the next day that is not a Sunday or legal holiday.

- 5.2 Execution of Additional Documents. Each of the parties hereto, without cost to the other, shall at any time, and from times to time, execute and deliver any and all further instruments and assurances and perform any acts that the other party may reasonably request for the purpose of giving full force and effect to the provisions of this Agreement.
- 5.3 Waiver. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default of the same or similar nature; nor shall it affect the party's right to claim strict performance of any other portion of this Agreement.
- 5.4 Governed by Local Law and Severability. This Agreement shall be governed by the laws of the State of Georgia, and any part of this Agreement contrary to the laws of this State or any other State having jurisdiction shall not invalidate the other parts of this Agreement.
- 5.5 Modifications in Writing. No modification, rescission or amendment to this amendment to this Agreement shall be effective unless made in writing and executed by the parties with the same formality as this Agreement.
- 5.6 Warranties Restricted. While there may have been other representations and promises made between the parties, no representations or warranties made by either party to the other, or by anyone else, shall have any legal effect, except as expressly set forth in this Agreement, and this Agreement is not being executed in reliance upon any representation or warranty not expressly set forth herein.

5.7 Copies of Agreement. This Agreement may be executed in many counterparts, each of which shall be deemed a duplicate original, but all of which together shall continue one and the same instrument.

5.8 Assignment. The Agreement may not be assigned by either party without prior written consent of the other party.

5.9 Enforceability. Should any provision of this Agreement be unenforceable as between the parties, such unenforceability shall not affect the enforceability of the other provisions of this Agreement.

5.10 Binding on Successor. This agreement shall be binding upon the respective successors and assigns of the parties and shall inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

5.11 Minute Book. A copy of this Agreement shall be placed in the Minute Books of both House of Heroes, Inc. and the affiliate.

IN WITNESS WHEREOF, the parties have executed and delivered this Group Exemption Affiliation Agreement as of the date first above written.

HOUSE OF HEROES, INC.

[AFFILIATE NAME]

By: _____
Position: _____

By: _____
Position: _____

Attest: _____
Position: _____

Attest: _____
Position: _____

“HOUSE OF HEROES, INC.”

“AFFILIATE”