



RHODE ISLAND

ENVIROTHON, INC.

BY-LAWS

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RHODE ISLAND ENVIROTHON, INC.

BY-LAWS

ARTICLE 1 Name, Purposes, and Fiscal Year

Section 1.1 – Name and Purposes

The name of the Corporation shall be Rhode Island Envirothon, Inc., a non-profit organization incorporated under the laws of the State of Rhode Island and Providence Plantations.

The purposes of the Corporation are to promote environmental education and awareness in school-age students and their teachers.

Section 1.2 – Fiscal Year

Except as from time to time otherwise determined by the Board of Directors, the fiscal year of the Corporation shall be the twelve months ending on December 31st.

ARTICLE 2 Corporation Members and Dues

Section 2.1 – Membership

The initial members of the Corporation shall be those persons designated as the Board of Directors in the Articles of Incorporation. The Corporation may admit as members, any one or more associations, corporations, individuals or organization who or which have an interest in, or are in some way actively involved with environmental education, environmental resources management, protection, conservation, and recreation, or with the marketing, production or utilization of natural resource based products, or any other association, corporation, individual, or organization that the Board deems appropriate. Interested parties shall be nominated by members and may be admitted by majority vote of the Board of Directors.

Section 2.2 – Dues

A schedule of annual membership dues may be established and modified from time to time by the Directors. Payment of membership dues shall be a prerequisite to the enjoyment of membership privileges, unless the directors in their sole discretion waive the payment of such membership dues in any one or more instances.

ARTICLE 3 Meetings of the Corporation

Section 3.1 – Annual Meeting

The annual meeting of the members of the Corporation shall be held during the month of June, unless the Board of Directors of the Corporation appoints some other time. If such annual meeting has not been held in the month herein provided, a special meeting in lieu of the annual meeting may be held, and any business transacted or elections held at such special meeting shall have the same effect as if transacted or held at the annual meeting.

Section 3.2 – Special Meetings

Special meetings of the members of the Corporation may be called by the President or by the Board of Directors, and shall be called by the Secretary, or in the case of the death, absence,

incapacity or refusal of the Secretary, by any other officer, upon written application of two or more members of the Corporation.

Section 3.3 – Regular Meetings

Regular meetings of the Members of the Corporation may be held at such places, and at such times as the Members may from time to time by vote determine. No notice shall be required for any regular meeting held at a time and place fixed in advance by the Members, provided that reasonable notice of the first regular meeting following the determination by the Members of times and places for regular meetings shall be given to absent Members and provided further that reasonable notice specifying the purpose of a regular meeting shall be given to each Member if either contracts or transactions of the Corporation with interested persons or amendments to these by-laws are to be considered at the meeting.

Section 3.4 – Place of Meetings

All meetings of the members of the Corporation shall be held at the principal office of the Corporation within the State of Rhode Island, or at such place within the State of Rhode Island as is designated in the Notice of the meeting. Any adjourned session of any meeting of the membership shall be held at such place as is designated in the vote of adjournment.

Section 3.5 – Notice

Notice of any annual or special meeting of the members of the Corporation, stating the place, day, hour, and purpose thereof, shall be given by the Secretary, by the person or persons calling such meeting or by a person designated by the Board of Directors at least seven (7) days before the date of the meeting to each member of the Corporation by leaving such notice with them or at their residence or usual place of business or by mailing the same, postage prepaid, or by electronic mail directed to them at their address as last recorded in the records of the Corporation. Whenever notice of a meeting is required to be given a member under provision of law, or of these by-laws, a written waiver thereof, executed before or after the meeting by such member or their attorney thereunto duly authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

Section 3.6 – Quorum

Except as otherwise provided in these by-laws, at any meeting of the members, a quorum for the election of any Director or for the consideration of any question shall consist of four (4) members of the Corporation., but less than a quorum may adjourn a meeting from time to time to a future date or dissolve a meeting which has been called. When a quorum for an election is present at any meeting, a plurality of the votes properly cast for any office shall elect such office. When a quorum for the consideration of a question is present at any meeting, a majority of the votes properly cast upon the question shall decide the question except in any case where a larger vote is required by law, by the Articles of Incorporation or by these by-laws.

In the event that a quorum is not present at the time a meeting is scheduled to open, the Members present may delay the meeting, or postpone said meeting for a period of time which, in the opinion of the Members, best serves the interests of the Corporation. If a quorum is not present when the meeting is resumed, the meeting may be held with only the Members in attendance and they shall be empowered to vote upon all matters legally before them.

Section 3.7 – Proxies and Voting

Each member shall be entitled to attend all meetings of members and shall be entitled to cast one vote, either in person or by written proxy. Each member, which is a corporation or association, shall designate an individual in writing to the Secretary who shall cast the proxy. Written notice of any annual or special meeting of the members to such designee shall be sufficient notice to such corporation or association. No proxy dated more than six (6) months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy purporting to be executed by or on behalf of a voting member shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. Proxies shall be filed with the Secretary, or person performing the duties of Secretary, at the meeting, or any adjournment thereof, before being voted.

Section 3.8 – Action Without Meeting

Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if all members entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of such members. Such consents shall be treated for all purposes as a vote at a meeting.

ARTICLE 4 *Board of Directors*

Section 4.1 – Powers

The Board of Directors shall have the general management and control of all the property, affairs, and funds of the Corporation and shall exercise all the powers of the Corporation except such as are expressly reserved to the members of the Corporation by law, by the Articles of Incorporation or by these by-laws. In the event of one or more vacancies in the Board of Directors, the remaining Directors may exercise the powers of the full Board until such vacancy or vacancies are filled. All officers and agents of the Corporation shall act under the direction of the Board.

Section 4.2 – Composition

The number of Directors shall be more than four (4) and not more than nine (9), shall include the four Officers identified in the Articles of Incorporation, and other Directors elected by and from the Membership. Each director shall be a member of the Corporation.

The incorporators at their initial meeting shall elect a Board of Directors to serve until the next annual meeting. Directors shall be elected by the members at the annual meeting for a term of three years. Each Director shall hold office until a successor is elected and qualifies, unless they shall sooner die, resign, be removed or become disqualified. A Director may be re-elected to fill one or more additional terms.

Prior to the annual meeting following the adoption of these bylaws, (amended date: 1/7/2010) the current Board of Directors shall establish a schedule for Board members which initially shall stagger 1, 2, & 3 year terms so that no more than one-third of Board member's terms shall expire at once. At the next annual meeting following the adoption of these bylaws, Board Members shall be elected to the terms established by the schedule.

Section 4.3 – Regular Meetings

Regular meetings of the Board of Directors may be held at such places, and at such times as the Board may from time to time by vote determine. No notice shall be required for any regular meeting held at a time and place fixed in advance by the Board of Directors, provided that reasonable notice of the first regular meeting following the determination by the Directors of times and places for regular meetings shall be given to absent Directors and provided further that reasonable notice specifying the purpose of a regular meeting shall be given to each Director if either contracts or transactions of the Corporation with interested persons or amendments to these by-laws are to be considered at the meeting. Notwithstanding the foregoing, a regular meeting of the Board may be held without call or formal notice, immediately after and at the same place as any annual meeting of the members of the Corporation.

Section 4.4 – Special Meetings

Special meetings of the Board of Directors may be held at any time and at any place within the State of Rhode Island when called by the President or by any two or more Directors, or if there shall be less than three Directors by any one Director, reasonable notice thereof being given to each Director by the Secretary, or by the Directors calling the meeting. Any notice to a Director shall be sufficient if given in person, by telegram, or by e-mail (return receipt requested), at least 48 hours, or by hand delivered mail (return receipt requested) at least 96 hours, before the meeting, such notice directed to them at their address as last recorded on the records of the Corporation. Notice of a meeting need not be given to any Director if a written waiver of notice, executed by them before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior to the meeting or at this commencement the lack of notice to them. A notice or waiver of notice need not specify the purpose of the meeting unless the matters to be considered at such meeting are contracts or transactions between the Corporation and interested parties or amendments to these by-laws.

Section 4.5 – Quorum

Except as otherwise provided in these by-laws, a quorum for any election or for the consideration of any question before the Board of Directors, shall consist of a majority of the voting Directors then in office. Less than a quorum may adjourn a meeting from time to time to a future date or dissolve a meeting which has been called. When a quorum is present at any meeting, the votes of a majority of Directors present at the meeting shall be sufficient for election to any office and shall decide any question brought before such meeting, except in any case where a larger vote is required by law, by the Articles of Incorporation, or by these by-laws.

In the event that a quorum is not present at the time a meeting is scheduled to open, the Directors present may delay the meeting, or postpone said meeting for a period of time which, in the opinion of the Board of Directors, best serves the interests of the Corporation. If a quorum is not present when the meeting is resumed, the meeting may be held with only the Board members in attendance and they shall be empowered to vote upon all matters legally before them.

Section 4.6 – Action Without Meeting

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of meetings of Directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 4.7 – Meetings by Telephone or Other Remote Communications Technology

Subject to the provisions of applicable law and these Bylaws regarding notice of meetings, Members, members of the Executive Committee, or members of any committee designated by the Executive Committee may, unless otherwise restricted by statute, by the Certificate of Formation of the Corporation or by these Bylaws, participate in and hold a meeting of such Members or Officers or committee, as the case may be, by using conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, or by using any other suitable electronic communications system, including video conference technology or the Internet (but only if, in the case of such other suitable communications system, each member entitled to participate in the meeting consents to the meeting being held by means of that system, and the system provides access to the meeting in a manner or using a method by which each other member participating in the meeting can communicate concurrently with each participant). Participation in such a meeting pursuant to this section shall constitute presence for quorum purposes and presence in person at such a meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.8 – Committees

The Directors may, from time to time appoint committees, having such authority and duties, and consisting of such Directors, members of the Corporation or other persons as the Directors shall determine.

The members of any committee shall remain in office at the pleasure of the Directors.

ARTICLE 5 *Officers of the Corporation*

Section 5.1 – Officers

The officers of the Corporation shall be a President, a Vice President, a Treasurer, a Secretary, and such other officers as may be elected or appointed in such manner as the Board of Directors may from time to time determine.

Section 5.2 – Election and Tenure

The officers of the Corporation shall be elected annually by the Board of Directors at its first meeting following the annual meeting of voting members of the Corporation. They shall hold office for one year subject to the by-laws, unless a shorter period shall have been specified by the terms of their election, and until their successors are elected and qualify, unless they shall sooner die, resign, be removed, or become disqualified.

Section 5.3 – Qualification

All officers shall be members of the Corporation's Board of Director's as applied in Section 4.2. The same person may hold more than one office, except that no person shall be both President and Secretary.

Section 5.4 – President

The President shall be the chief executive officer of the Corporation and, subject to the control of the Directors, shall have general charge and supervision of the affairs of the

Corporation. The President shall preside at all meetings of the members and all meetings of the Directors.

Section 5.5 – Vice President

The Vice President shall assist the President as directed and in the absence or inability to act of the President, the Vice President shall perform the President's duties and exercise the powers of the office.

In the event of the absence or inability to act of both the President and Vice President, a President pro tem shall be elected by those present at the meeting and shall preside.

Section 5.6 – Treasurer and Assistant Treasurer

The treasurer shall keep or shall cause to be kept regular books of account, shall report to the Board of Directors at regular intervals the financial condition of the Corporation, and shall ensure that a true and accurate accounting of the financial transactions of the Corporation is made. Subject to the Board of Directors, the Treasurer shall be responsible for the receipt and disbursement of the monies of the Corporation. The Treasurer shall be responsible for the safekeeping of all investments and funds of the Corporation, which funds and investments shall be held in such depository or depositories as the Board of Directors shall select. The securities of the Corporation, or any of them, may be held in the name of a nominee, if the Board of Directors approves of such method of registration, and the Treasurer shall not be liable for any loss arising from such registration. Unless the Board of Directors otherwise determines the Treasurer shall have the power to sell and to endorse or assign for transfer any securities standing in the name of the Corporation. If the Treasurer is absent or unavailable, an Assistant Treasurer, if one shall have been elected, shall have the duties and powers of Treasurer and shall have such further duties and powers, as the Directors shall from time to time determine.

Section 5.7 – Secretary and Assistant Secretary

The Secretary shall have general charge of the records of the Corporation and shall keep minutes of all meetings of the members of the Corporation and of the Board of Directors. Secretary shall give such notice as is required of meetings of the members and Directors and shall perform all duties commonly incident to this office. If the Secretary is absent or unavailable, an Assistant Secretary, if one shall have been elected, shall have the duties and powers of the Secretary and shall have such further duties and powers, as the Directors shall from time to time determine. In the event of the absence of the Secretary and Assistant Secretary from any meeting of the members of the Corporation or of the Board of Directors of any committee thereof, a person appointed by the meeting to be Secretary pro tem shall keep the records of such meeting and perform such other duties in connection with the office of Secretary as the meeting may prescribe.

Section 5.8 – Powers and Duties of Officers

Each officer shall, subject to these by-laws and to the control and direction of the Directors, have in addition to the duties and powers specifically set forth in these by-laws, such duties and powers as are customarily incident to this office and such additional duties and powers as the Directors may from time to time determine.

Section 5.9 – Bonds

The Board of Directors may from time to time require from any one or more of the officers or agents of the Corporation that he or they shall give bonds for the faithful performance of duties in such form, in such sum and with such sureties as the Board may determine. The premium of all such bonds shall be paid by the Corporation.

ARTICLE 6 *Resignations, Removals, and Vacancies*

Section 6.1 – Resignations

Any Director or officer may resign at any time by delivering his/her resignation in writing to the President or the Secretary or to a meeting of the Directors. Such resignations shall take effect at such time as specified therein, or if no such time is so specified, then upon delivery thereof to the President or the Secretary or to a meeting of the Directors.

Section 6.2 – Removals

Directors, including Directors elected by the Directors to fill vacancies in the Board, may be removed with or without assignment of cause by vote of the majority of the members.

The Directors may terminate or modify the authority of any agent or employee. The Directors may remove any officer from office with or without assignment of cause by vote of a majority of the Directors then in office.

The Directors, may by vote of a majority of the Directors then in office, remove any Director for cause.

If cause is assigned for removal of any director or officer, such Director or officer may be removed only after a reasonable notice and opportunity to be heard before the body proposing to remove the Director.

Directors will be replaced if a Director fails to attend four (4) consecutive meetings of the Board of Directors in any one calendar year, provided that such Director's absence is not related to work being conducted by or for the Corporation.

Section 6.3 – Vacancies

Any vacancy in the Board of Directors, may be filled by vote of a majority of the Directors then in office or, in the absence of such election by the Directors, by the members at a meeting called for the purpose; provided, however, that any vacancy created by the members may be filled by the members at the same meeting at which such action was taken by them.

If the office of any officer becomes vacant, the Directors may choose or appoint a successor by vote of a majority of the Directors present at the meeting at which such choice or appointment is made.

Each successor shall hold office for the unexpired term of their predecessor and until their successor shall be chosen or appointed and qualifies, or until they sooner die, resign, are removed or become disqualified.

ARTICLE 7 *Contracts, Checks, Deposits of Funds, Gifts, Conflicts of Interest*

Section 7.1 - Contracts.

The Board of Directors may authorize the President, any officer(s) or agent(s) of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.2 - Deposits.

All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other federally insured depositories as the Board of Directors may from time to time direct or as shall be selected in accordance with procedures established by the Board of Directors.

Section 7.3 - Checks, Drafts, or Orders for Payment.

All checks, drafts or orders for payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer(s) or agent(s) of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 7.4 - Gifts.

The Corporation may only accept a contribution, gift, bequest or devise to the Corporation. Any officer of the Corporation may accept or authorize acceptance on behalf of the Corporation of any contribution, gift, bequest, or devise to the Corporation whether for the Corporation's general purposes or for any special purpose, in accordance with a resolution of the Board of Directors.

Section 7.5 - Conflicts of Interest and Contracts or Agreements Involving Directors

Subject to the limitations of this Section, members of the Board of Directors and officers of the Corporation shall be permitted to maintain a direct or indirect interest in any contract relating to or incidental to the operations of the Corporation and may freely make contracts, enter into transactions or otherwise act for and on behalf of the Corporation notwithstanding that at such time they also may be acting as individuals or as trustees, beneficiaries or advisers of trusts, or as members, associates, agents, shareholders, officers or directors, of other persons or Corporations or may be interested in the same matter as share holders, directors, officers or otherwise; provided, however, that no contract or agreement may be entered into by and between the Corporation and any of the following: (a) a director, officer, member, or employee of the Corporation (hereinafter an "Insider"); or (b) any Corporation, partnership, trust, sole proprietorship or any other entity (hereinafter an "Entity") in which an interest is owned or held, directly or indirectly, by or for the benefit of an Insider, unless that prior to consummating any contract, transaction or action taken on behalf of the Corporation involving any matter in which any officer is personally interested as a director, officer, trustee or beneficiary or advisor of a trust, or otherwise, that contract, transaction or action must be authorized and approved in good faith and with ordinary care by a vote of a majority of the Board of Directors in attendance at a meeting at which a quorum is present, without counting the vote(s) of any interested Board member(s), and only after the disinterested Board of Directors members are provided with knowledge of the material facts concerning the contract or transaction and each interested

officer's interest in the transaction, and only if the entering into of such contract or transaction is not violative of those provision of the Certificate of Formation of the Corporation that prohibit the Corporation's use or application of its funds for private benefits. Any interested Director may be counted in determining the presence of a quorum at a meeting of the Board of Directors at which a contract or transaction described in this section is authorized, but the interested Director must leave the meeting during the discussion of, and the vote on, such contract or transaction. The minutes of any such meeting must include (a) the names of the interested Director who disclosed any possible direct or indirect interest, a description of the nature of the alleged interest and whether the Board of Directors determined a conflict of interest did in fact exist, (b) the names of the Directors who were present for discussions relating to the proposed contract or transaction the content of those discussions, including any alternatives to the proposed contract or transaction and a record of the vote and (c) such other information as may be required by these bylaws. Notwithstanding any provision contained in this section, no contract, transaction or act shall be entered into or performed on behalf of the Corporation if such contract, transaction or act would result in the loss of the Corporation's exemption from federal income tax. In no event, however, shall any person or entity dealing with the Board of Directors or the officers of the Corporation be obligated to inquire into the authority of the Board of Directors or the officers so authorized to enter into or consummate any contract or to take any other action on behalf of the Corporation.

ARTICLE 8 *Books and Records*

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and Member Meetings. The Board of Directors shall keep at the Principal or Registered Office a record of the names and addresses of the Members entitled to vote. All books and records of the Corporation may be inspected by any Member, or his or her agent or attorney, for any proper purpose at any reasonable time.

ARTICLE 9 *Indemnification of Officers*

Section 9.1 - Mandatory Indemnification: Directors or Officers Successful in Defense.

The Corporation shall indemnify any person or the estate of any deceased person (such person or estate of any deceased person being hereafter throughout this Article referred to as "Person") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative, or investigative (hereafter throughout this Article collectively referred to as "Proceeding"), by reason of the fact that he or she is or was a Director of the Corporation, or is or was serving at the request of the Corporation as a officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic Corporation, partnership, joint venture, trustee, sole proprietorship, employee benefit plan or other enterprise (collectively, an "Officer") against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her in connection therewith to the extent that he or she has been wholly successful on the merits or otherwise in defense of such Proceeding.

Section 9.2 - Indemnification: Whether Successful or Not in Defense.

The Corporation shall indemnify any present or former officer of the Corporation (or the estate of such a person) who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was a Director, and the Corporation may

indemnify any Person (other than a present or former officer of the Corporation (or the estate of such person)) who was or is a party or is threatened to be made a party to any Proceeding by reason of the act that he or she is or was an officer or employee or agent of the Corporation, against expenses (including reasonable attorneys' fees) actually and reasonably incurred by him or her, and against judgments, penalties (including excise and similar taxes), fines, and amounts paid in settlement by him or her in connection therewith if he or she acted in good faith and in a manner he reasonably believed, in the case of conduct in his or her official capacity, to be in the best interests of the Corporation; or, in all other cases, to be not opposed to the best interest of the Corporation; and, with respect to any criminal Proceedings, if he or she had no reasonable cause to believe his or her conduct was unlawful; provided, however, that if he or she if found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by him or her, the indemnification provided pursuant to this Section 2: (1) is limited to expenses actually and reasonably incurred by him or her in connection with the Proceeding; and (2) may not be made in respect of any Proceeding in which he or she has been found liable for willful or intentional misconduct in the performance of his or her duties to the Corporation.

The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the Person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Corporation or, with respect to a criminal Proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful. A person will be deemed to have been found liable in respect to any claim, issue or matter only after the Person has been so adjudged by a court of competent jurisdiction after exhaustion of all appeals.

Section 9.3 - Indemnification Procedure.

Any indemnification under this Article (unless ordered by a court or made pursuant to a determination by a court) may be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Person is proper under the circumstances because the Person has met the applicable standard of conduct set forth in this Article. Such determination will be made:

(a) by a majority vote of a quorum consisting of officers who at the time of the vote are not named defendants or respondents in the Proceeding;

(b) if such quorum cannot be obtained, by a majority vote of a committee of the Executive Committee, designated to act in the matter by a majority vote of all officers, consisting solely of two or more officers who at the time of the vote are not named defendants or respondents in the Proceeding; or

(c) by special legal counsel selected by the Executive Committee or a committee appointed by the Officers by vote as set forth in (a) or (b) immediately foregoing, or, if such a quorum cannot be obtained and such a committee cannot be established, by a majority vote of all officers.

Section 9.4 - Authorization of Payment.

(a) Authorization of indemnification and determination as to reasonableness of expenses will be made in the same manner as the determination that indemnification is permissible, except that if special legal counsel makes the latter determination, authorization of indemnification and determination as to reasonableness of expenses must be made:

(1) by a majority vote of a quorum consisting of Directors who at the time of the vote are not named defendants or respondents in the Proceedings; or

(2) if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors, consisting solely of two or more Directors who at the time of the vote are not named defendants or respondents in the Proceeding; or,

(3) if such a committee cannot be established, by a majority vote of all Members.

(b) Notwithstanding subsection (a) of this Section 4, payment of expenses actually and reasonably incurred by any Person as to whom indemnification is mandatory under this Article will be deemed to be authorized provided that the standard of conduct necessary for indemnification under Section 2(a) of this Article is met.

Section 9.5 - Advancement of Expenses.

Expenses incurred in defending such Proceeding may be paid by the Corporation in advance of the final disposition of the Proceeding, without any of the authorization or determinations specified in Sections 3 and 4 of this Article, upon receipt of a written affirmation by the Person of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under applicable law and a written undertaking by or on behalf of the Person to repay such amount unless it ultimately is determined that he or she is entitled to be indemnified by the Corporation as authorized in this section. The written undertaking must be an unlimited general obligation of the Person but need not be secured. It may be accepted without reference to financial ability to make repayment.

Provided that the written affirmation and undertaking described in Section 5(a) are received by the Corporation from a Person to be paid or reimbursed for expenses incurred and as to whom indemnification is mandatory under Section 1 or 2(a) of this Article, such payment or reimbursement will be deemed to be authorized.

Section 9.6 - Other Rights.

The indemnification provided by these Bylaws may not be deemed exclusive of any other rights to which a Person seeking indemnification may be entitled under the Certificate of Formation of the Corporation, these Bylaws, a resolution of directors, an agreement or otherwise both as to action in his or her Official Capacity and as to action in any other capacity, and will continue as to such Person after the termination of such capacity and will inure to the benefit of his or her heirs, executors and administrators; provided, however, that any provision for the Corporation to indemnify or to advance expense to a director, whether contained in the Certificate of Formation of the Corporation, these Bylaws, a resolution of Directors, an agreement or otherwise, is valid only to the extent it is limited by the Certificate of Formation of the Corporation, if such a limitation exists.

Section 9.7 - Insurance.

The Corporation may purchase and maintain insurance on behalf of any Person by reason of the fact that he or she is or was serving at the request of the Corporation as a director or employee or agent of the Corporation against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as a Person, whether or not the Corporation would have the power to indemnify him or her against such liability.

Section 9.8 - Other Arrangements.

In addition to the powers described in this Article, the Corporation may purchase, maintain or enter into other arrangements on behalf of any Person who is or was a officer of the Corporation against any liability asserted against him or her and incurred by him or her in such capacity or arising out of his or her status as such a Person, whether or not the Corporation would have the power to indemnify him or her against such. If the other arrangement is with a person or entity that is not regularly engaged in the business of providing insurance coverage, the arrangement may provide for payment of a liability (with respect to which the Corporation would not have the power to indemnify the Person). Without limiting the power of the Corporation to procure or maintain any kind of arrangement, the Corporation may, for the benefit of Persons described in this Article, create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Corporation, or (4) establish a letter of credit, guarantee, or surety arrangement.

Section 9.9 - Other Provisions Applicable to Insurance and Other Arrangements.

The insurance may be procured, maintained, or established with an insurer, or other arrangement may be procured, maintained, or established within the Corporation or with any insurer or other person considered appropriate by the Executive Committee, regardless of whether all or part of the stock or other securities of the insurer or other persons are owned in whole or part by the Corporation. In the absence of fraud, the judgment of the Executive Committee as to the terms and conditions of the insurance or other arrangement and the identity of the insure or other person participating in an arrangement will be conclusive and the insurance or other arrangement will not be voidable and will not subject the officers approving the insurance or other arrangement to liability, on any grounds, regardless of whether officers participating in the approval are beneficiaries of the insurance or other arrangement.

Section 9.10 – Severability.

In the event that any part or portion of this Article is judicially determined to be invalid or unenforceable, such determination will not in any way affect the remaining portions of this Article, but the same will be divisible and the remainder will continue in full force and effect. Notwithstanding any provision of this Article to the contrary, the Corporation shall not indemnify any person described in this Article if such indemnification (1) would jeopardize the Corporation's tax-exempt status under Section 501(c) (3) of the Code, (2) would cause the imposition of the federal excise tax under Section 4958 of the Code, or (3) if the Corporation is determined to be a private foundation for federal income tax purposes, would cause the imposition of the federal excise tax for self-dealing under Section 4941 of the Code or for making a taxable expenditure under Section 4945 of the Code.

Section 9.11 - Appearance as a Witness or Otherwise.

Notwithstanding any other provision of this Article, the Corporation may pay or reimburse expenses incurred by a Director, or other person in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he or she is not a named defendant or respondent in the Proceeding.

ARTICLE 10 *Dissolution*

Section 10.1 – Assets

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of, shall be disposed of by a Court of Competent Jurisdiction of the county in which the principle office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 11 *Amendment or Repeal of By-Laws*

Section 11.1 – Amendment or Repeal

These Bylaws may be amended or repealed or new Bylaws may be adopted, at any regular, special, or annual meeting of the Members, by the affirmative vote of at least two-thirds (2/3) of the voting Members present, if a minimum of 30 days' notice is given of an intention to amend or repeal these Bylaws or to adopt new Bylaws at such meeting.

Section 11.2 – Prior Notice

Not later than the time of giving notice of the meeting of the members next following the making, amending or repealing by the Directors of any by-law, notice thereof stating the substance of such change shall be given to all members entitled to vote on amending the by-laws.

No change in the date of the annual meeting may be made within thirty (30) days before the date fixed in these by-laws. Notice of any change of the date fixed in these by-laws for the annual meeting shall be given to the members of least at twenty (20) days before the new date fixed for such meeting.

ARTICLE 12 *By-Law Adoption*

Section 12.1 – Adoption

These by-laws shall be adopted at any regular or special meeting of the Corporation.