

CHESAPEAKE BAY RETRIEVER RELIEF & RESCUE, INCORPORATED

Corporate By-Laws

Adopted by the members on December 12, 2021

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ARTICLE I.

Name, Mission & Goal, Office & Corporate Status

Section 1. *Name.* The Corporation shall be known as: Chesapeake Bay Retriever Relief and Rescue, Incorporated (hereinafter "The Corporation").

Section 2. *Mission & Goal.* The mission of Chesapeake Bay Retriever Relief & Rescue, Incorporated is the rescue of Chesapeake Bay Retrievers and Chesapeake Bay Retriever mixes through a volunteer rescue network. Our network provides education and assistance to Chesapeake Bay Retrievers owners, animal shelters, potential adopters and the general public to support training and re-homing of Chesapeake Bay Retrievers in need. Our Members are dedicated to finding responsible and loving homes for Chesapeake Bay Retrievers. Our goal is to educate the public, breeders and fanciers on responsible dog ownership. This education includes the benefits of spaying and neutering of pets, behavioral guidelines to prevent and treat problem behaviors, and to inform prospective Chesapeake Bay Retrievers owners of the special qualities, characteristics and requirements of the breed before they acquire a Chesapeake Bay Retriever (hereinafter "CBR").

Section 3. *Office.* The principal office of the Corporation shall be located in the County of Clackamas, State of Oregon. This office shall direct corporate activities and be the depository for all corporate records. The Corporation may also have offices at such other places within the state as the Board of Directors may, from time-to-time, determine and/or manage the business or operations of the Corporation may require.

Section 4. *Corporate Status.* The Corporation is a New York Not-for-Profit Corporation, a "Charitable Corporation" as defined by the Not-for-Profit Corporation Law, and exempt from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

ARTICLE II.

Corporate Purposes & Document Construction

Section 1. *Corporate Purposes.* The purposes of the Corporation are set forth in the Certificate of Incorporation, as may be amended, and qualify the Corporation for exemption from income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 2017, as may be amended.

Section 2. *Document Construction.* Any amendment to the purposes of the Corporation must be rendered in accordance with the requirements of Article XII herein. If there is any conflict between the provisions of the Certificate of Incorporation, as may be amended, and these By-Laws, provisions of the Certificate of Incorporation, as may be amended, shall govern.

ARTICLE III.

Membership

Section 1. *Classes of Membership Authorized.* Unless otherwise stipulated herein, the Corporation shall have three (3) classes of Members. All classes of Membership are for one year terms requiring annual renewal, except in circumstances under which the Board of Directors determines by a majority vote that it is in the best interests of the Corporation to extend the membership term on an annual complimentary basis.

No individual may hold more than one Regular or Family Membership. Membership cannot be assigned or otherwise transferred during the life of the member, nor shall membership vest to any personal representative, heir, guardian, trustee, conservator or designee of a deceased or incapacitated member. Individuals under 18 years of age may not be members except in the Family Membership Class where they participate in rescue activities with or under the aegis and authority of a parent or duly appointed guardian who shall assume all responsibility for actions taken in regard to rescue activities.

1.1. *Regular Members.* Regular membership is open to all natural persons, (i.e. Individuals) 18 years of age and older who have not been convicted of, pled guilty to, or pled nolo contendere to animal cruelty, neglect, abuse or any action or inaction that jeopardized the lives and well-being of animals, in a duly convened and authorized court of law, administrative hearing or in a proceeding before a professional, licensing, breed, animal welfare or advocacy organization. Each Regular Member is entitled to one vote.

Exclusions from Regular Membership. Regular membership is not open to corporations, corporation-like or other similar entities, or to individuals owning, serving in a leadership capacity or representing such corporations or corporation-like entities dedicated primarily to the rescue of CBR and/or CBR mixed breed dogs. An individual may not be approved for a regular membership and represent deliberately, or by circumstance a corporation, corporation-like or other entity with a network, formally or informally structured, dedicated to the rescue of CBR and CBR mixed breed dogs. Breed clubs shall not be deemed organizations primarily dedicated to rescue for these purposes. The Corporation's Board of Directors reserves the right to disapprove a regular membership applicant under the above stated exclusions and/or to offer an affiliate membership to such applicant.

1.2. *Family Members.* A family not otherwise excluded by virtue of being an Affiliate Member as described below shall be eligible in the same manner as a Regular Member, provided at least one individual in the Family Member is at least 18 years of age. Family Members are entitled to one vote per Family Membership. It is understood that a Family Membership may include individuals under the age of 18. Individuals under the age of 18 may participate in rescue activities with or under the supervision and authority of a parent or duly appointed guardian over the age of 18 who shall assume all responsibility for actions taken in regard to rescue activities.

1.3. *Affiliate Members.* Affiliate Membership is open to corporations, corporation-like or other similar entities, or to individuals owning, serving in a leadership or decision-making role or serving in such a capacity, or representing such corporations or corporation-like entities dedicated primarily to the rescue of CBR and/or CBR mixed breed dogs. Affiliate memberships are intended to enable the continuation of mutually beneficial relationships with persons who were members in good standing of the Corporation, but subsequently formed or assumed a leadership role in another organization dedicated primarily to the rescue of CBR and CBR mix dogs and have demonstrated the ability to effectively and, without conflict of interest, as determined by the Corporation's Board of Directors, to partake in the mission and activities of the Corporation. Affiliate memberships are not entitled to any voting privileges.

Section 2. *Qualifications & Criteria for Membership.* The Board of Directors may establish with a majority vote by the membership at the annual meeting or special meeting, additional qualifications and criteria for Membership, including a schedule of dues, and any waivers thereof, as well as procedural requirements for, and prohibitions applicable to, prospective Members, unless otherwise prescribed by statute, the Certificate of Incorporation and/or these By-Laws.

Section 3. *Membership Rights.* Any individual of a Regular or Family Membership may hold elected office, serve on any committee, and may have such other rights, privileges, obligations and responsibilities as the membership deems appropriate by a majority vote at the annual meeting or special meeting.

Section 4. *Termination of Membership.* All Corporation property must be returned upon the termination of a Membership.

4.1. *Termination by the Membership.* Membership is terminated by death, resignation, expulsion, expiration of membership term, or dissolution of the Corporation. Members may authorize to terminate a membership, or any and all of the Board of Directors for cause by majority vote of the Membership at the Annual Meeting or a Special Meeting of the Membership called for that purpose.

4.2 *Termination by the Board of Directors.* Termination of Membership by the Board of Directors shall be authorized, for cause, by majority vote of the Board at any Regular or Special Meeting of the Board called for that purpose. For purposes of this Section, failure to timely remit required dues, if any, shall be considered sufficient cause for termination of Membership by vote of the Board.

Section 5. *Annual Meeting.* An Annual Meeting of the Members entitled to vote shall annually be held for purposes of the election of Directors and the transaction of any other business of the Corporation in a month to be determined by the Board of Directors.

Section 6. *Special Meetings.* Special Meetings of the Members entitled to vote may be called at any time by the President, a majority vote of the Board of Directors, or upon the written request of at least ten percent (10%) of the Members entitled to vote. No business shall be conducted at a Special Meeting that is not included in the issued Notice as stipulated herein.

Section 7. *Meeting Notice.*

7.1. *Notice Requirements.* Notice shall be given to each Member entitled to vote prior to each Meeting of Membership, stating the place, date and hour of the Meeting. Notice of a Special Meeting shall, in addition, identify:

- i. the person, or persons, calling the meeting; and,
- ii. the purpose, or purposes, for which said meeting is being called.

7.2. *Written Notification.* Unless the Corporation has over five hundred (500) Members, written notice of any Meeting of the Membership shall be given personally or by first class mail, facsimile or by electronic mail, not less than ten (10) nor more than fifty (50) days before the date of the Meeting. Notice shall be deemed given as stipulated below:

- i. if personally, upon receipt by the Member;
- ii. if mailed, when deposited in the United States Mail, with postage prepaid, directed to the Member at the Member's current address of record as it appears on the list of Members; or,
- iii. if sent by electronic mail or facsimile, when forwarded to the facsimile number, or electronic mail address, as either appear on the list of Members, excepting that any such notice shall not be considered properly delivered if the Corporation is:
 - (a) unable to deliver two (2)-consecutive notices to the designated electronic mail address or facsimile number or,
 - (b) is otherwise made aware that notice cannot be delivered to the Member or electronic mail or facsimile.

7.3. *Notification by Publication.* Provided the Corporation has more than five hundred (500) Members, notice of Meetings of the Membership may be given by publication. Any such notice shall be:

- i. published in a newspaper published in the County in which the principal office of the Corporation is located once a week for 3-successive weeks immediately preceding the Meeting; and,
- ii. prominently posted on the homepage of the Corporation's website continuously from the date of newspaper publication through the date of the Meeting.

Section 8. *Waiver of Notice.* Should any Member fail to receive proper notice of a Meeting of the Membership, as otherwise required by these By-Laws, the Member shall waive his/her right to any such notice if:

- i. the Member attends the Meeting of the Membership without objection to the lack of proper notice, prior to said Meeting being called to order; or,
- ii. either before or after the Meeting, the Member submits, a waiver of notice, which if tendered personally, in writing or by facsimile, shall be validated by written or electronic signature; or if submitted by electronic mail, shall include information from which the Corporation can reasonably determine that the waiver was properly authorized.

Section 9. *Qualification of Voters.* The Board of Directors may fix a date as the record date for the purpose of determining the Members entitled to vote at any Meeting of the Membership, or to express consent to or dissent with any proposal without a Meeting. The record date shall not be more than fifty (50) nor less than ten (10) days before the date of the Meeting.

Section 10. *Quorum.* At any, duly called Meeting of the Membership, 10% of the eligible Members entitled to vote, present as a consequence of physical attendance and/or use of telephone/video- conference technology and/or use proxy shall constitute a quorum. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any Member(s).

Section 11. *Organization.*

11.1. *President.* At all meetings of the Membership, the President, or, in his/her absence, the Vice-President or, in his/her absence, another Director chosen by the Membership shall preside.

11.2. *Secretary.* At all meetings of the Membership, the Secretary, or, in his/her absence, another Director chosen by the Membership shall act as secretary at the meeting.

Section 12. *Voting.* Each Member shall have one (1) vote for purposes of the election of Directors and the transaction of any other business considered by the Membership.

Section 13. *Action by the Membership.*

13.1. *Action Defined.* Except as otherwise provided by statute and/or these By-Laws, an "act," or "action," of the Membership shall mean an action at a Meeting of the Membership authorized by vote of a majority of the Members present at the time of the vote, provided a sufficient quorum is present.

13.2. *Electronic Communication.* Any, or all, Members may participate in any Meetings of the Membership, by means of a conference telephone, electronic video screen communication or similar communications equipment allowing all persons participating in the meeting to hear each other and communicate at the same time. Participation by such means shall constitute presence in person at a meeting of the Membership.

13.3. *Proxies.* Every Member entitled to vote at a Meeting of the Membership, special meeting or elections may authorize another person, or persons, to act on his/her behalf by use of proxy. To be valid and enforceable, each proxy must be submitted before, or presented at, the Meeting of the Membership

for which it is intended. If tendered personally, in writing or by facsimile, the proxy shall be validated by written or electronic signature. If submitted by electronic mail, it shall include information from which the Corporation can reasonably determine that the proxy was properly authorized. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided by proxy. Every proxy shall be revocable at the pleasure of the Member executing the same, except as may otherwise be provided by law. Board of Directors are not permitted to vote by proxy at any meeting. They cannot delegate their fiduciary duties.

Section 14. *Action by Members on Unanimous Written Consent.* Any act, or action, required or permitted to be taken by the Membership may be taken without a Meeting if each Member submits to the Secretary, or his/her designee, a written consent, delivered personally or by regular mail, facsimile and/or electronic mail, authorizing a resolution to permit the action. A copy of the resolution, and all written consents thereto, shall be filed with the minutes of the proceedings of the Membership.

Section 15. *Reports.* In a manner sufficient to comply with applicable statutory obligations, the Board of Directors shall quarterly and annually present to the Membership a report, verified by appropriate Officers, or certified by an Independent Auditor, if so required, outlining, in appropriate detail, the Corporation's fiscal status, including an annual balance sheet and profit and loss statement or a financial statement performing a similar function for the preceding fiscal year, confirming assets (restricted and unrestricted) and liabilities, revenues and receipts and expenses and disbursements, together with any, and all necessary and/or required supporting documentation. Each such report shall be filed with the records of the Corporation and a copy, or an abstract thereof, shall be entered in the minutes of the proceedings of the Meeting of the Members at which the report is presented. The Board of Directors shall provide complete minutes, to membership electronic mail, following any Board of Director Meetings, virtual or non-virtual and virtual or non-virtual committee meetings within 15 days of meetings.

ARTICLE IV.

Board of Directors

Section 1. *General Management.* The business and affairs of the Corporation shall be managed and conducted under the direction of the Board of Directors on behalf of the membership. Control and disposal of the Corporation's funds and property shall be vested in the Board of Directors except as otherwise provided in the New York State Not for Profit Corporation Act, the Corporation's Articles of Incorporation and these Bylaws.

Section 2. *Number.* There shall be, at least, nine (9) seats on the Board of Directors, including Officers, with the exact number to be established from time-to-time by majority vote of the membership at the annual meeting or a special meeting. The number of seats shall not be removed except by majority vote of the membership at the annual meeting or a special meeting. The seats may remain empty if there are not enough volunteers to fill the position. The seats will then be open the following year for elections.

Section 3. *Ex Officio Directors.* The Board, by majority vote may appoint *ex officio*, non-voting Directors to serve on the Board, if deemed to be in the best interests of the Corporation. Any such *ex officio*, non-voting Director is obligated to honor all corresponding fiduciary duties, excepting they shall not be entitled to:

- i. attend, or receive notice of, any Meeting of the Board, or its various committees, if the purpose of said Meeting(s) relates to concerns with respect to the given *ex officio*, non-voting Director;
- ii. be counted for purposes of determining quorum for any Meeting of the Board, or its various committees;
- iii. vote on any matter being considered by the Board, or its various committees; and/or,
- iv. hold elective Office with the Corporation.

Section 4. *Qualifications.* All Officers and Directors must be at least eighteen (18) years of age and committed to advancing the purposes of the Corporation.

Section 5. *Selection Procedure, Terms of Office, Newly Created Directorships & Vacancies.*

5.1. *Selection Procedure.* At each Annual Meeting, the Membership, by a plurality of the votes cast, shall elect new Directors to replace those whose terms are expiring to terms of three (3) years in duration.

5.2. *Terms of Office.* The term of office for a Director shall be three (3) years in duration, unless otherwise provided in these By-Laws. Approximately one-third (1/3) of the Directors shall be selected every three (3) years.

5.2.1. Unless otherwise specified, results of all elections are effective when the Board accepts the report of election results, to be held within 24 hours of the election. Terms of office for all newly elected board members shall begin as soon as the Board adopts the results of the election report.

5.2.2. Officers of the Corporation whose term as a Director has ended will remain an *ex officio* Director for 30 days past the end of their elected or appointed term.

5.3. *Newly Created Directorships.* Newly created Directorships resulting from an increase in the number of Directors shall be filled by vote of a majority of the Membership. Directors elected to fill newly created Directorships shall hold office in accordance with their classification and until their successors have been elected and qualified.

5.4. *Vacancies.* A vacancy in office shall arise upon the resignation, removal, incapacitation or death of a Director. A vacancy on the Board of Directors occurring in the interim between Annual Meetings may be filled by an interim successor appointed by the Board of Directors. At the next Annual Meeting following the vacancy, the Membership may elect, by majority vote, a permanent successor for the vacant position. Directors elected to fill vacancies shall hold office for the remainder of the term of the vacated position in accordance with the classification of said position and until their successors have been elected and qualified. No period of interim service shall be considered for purposes of establishing limitations on the terms of Directors.

Section 6. *Resignation.* A Director may resign, at any time, by giving written notice to the Board of Directors, the President or the Secretary. Unless otherwise specified, the resignation shall take effect upon receipt thereof by the Board of Directors, the President or the Secretary, and the acceptance of the resignation shall not be necessary to make it effective.

Section 7. *Suspension & Removal.*

7.1. *Suspension.* Any Director may be temporarily suspended, for cause, by a two-thirds (2/3s) majority vote of the Board of Directors at any Regular Meeting or Special Meeting of the Board called for that purpose. The period of suspension can last only until such time as the next Annual Meeting. At any meeting where a vote is to be taken to suspend a Director, the Director in question may attend and shall be given a reasonable opportunity to argue in his/her defense.

7.2. *Removal.* Any, or all, of the Director(s) may be permanently removed for cause, by a majority vote of the Board of Directors at any Regular Meeting or Special Meeting of the Board called for that purpose,

or with cause, by a majority vote of the Membership at any Annual Meeting or Special Meeting of the Members called for that purpose. At any Meeting where a vote is to be taken to remove a Director, the Director in question may attend and shall be given a reasonable opportunity to argue in his/her defense.

Except as noted elsewhere in these Bylaws, a Director or member may be removed from office and/or membership for any of the following reasons:

(a) Misconduct, misappropriation, and/or harm to the Corporation, its reputation, operation and/or resources which shall constitute any conduct or action that is not in keeping with these Bylaws, the Articles of Incorporation or with the specific provisions of Article 1. Objectives, Purposes and Mission of the Corporation and/or with policies and practices established by the BOD.

(b) Misconduct, dereliction of duty, or gross negligence in performing any of the responsibilities of office, membership or with regard to the care and well-being of Chesapeake Bay Retrievers or other animals.

(c) Failure to maintain all the qualifications of a Director or member throughout his or her entire term of office or term of membership.

(d) Being subject to an adverse finding relating to animal cruelty, animal neglect, animal abuse or similar conduct by a court, a governmental or quasi-governmental administrative body, a professional organization or by a breed or kennel club, provided however, that if such a finding is reversed on final appeal, such Directors and members may, at the discretion of the Board of Directors, be reinstated for the remainder of their term.

(e) Being suspended from privileges of, or otherwise disciplined by, the American Kennel Club, an affiliated or similar national dog club.

(f) Misusing CBRR&R, Inc. resources including but not limited to all email lists, websites operated by the Corporation, funds, resources including adoption applications and member applications as well as failure to adhere to operating practices established by the Corporation.

Removal for the above causes shall be by a vote of the Board of Directors. Removal from office requires the affirmative vote of the majority of all members of the Board other than the accused Director. The Board of Directors must provide the evidence to the Director being removed. The Director has a right to address the allegations in a meeting with all Board of Directors.

Section 8. *Meetings.*

8.1. *Annual Meetings.* The Board of Directors, by yearly resolution of the Board, shall as soon as practicable after the Annual Meeting of the Membership, convene an Annual Meeting of the Board of Directors for the purpose of appointing Officers of the Corporation. Reasonable advance notice of the Annual Meeting, including time, date and location, shall be given by means of establishing a customary meeting date, publishing the date of the meeting on the website of the Corporation, regular mail, facsimile, electronic communication, telephone and/or personal delivery.

8.2. *Regular Meetings.* The Board of Directors, in accordance with a schedule to be determined by resolution to the Board, shall endeavor to annually convene, at least, quarterly Regular Meetings. Reasonable advance notice of the Regular Meetings, including time, date and location, shall be given by means of the advance scheduling of meeting dates, publishing the dates of the meetings on the website of the Corporation, regular mail, facsimile, electronic communication, telephone and/or personal delivery.

8.3. *Special Meetings.* The Board of Directors, whenever called by the President, the Secretary, or any three (3) Directors, may convene Special Meetings in order to consider specific matters that may be confronted by the Corporation between Regular Meetings, provided the order of business is limited solely to purposes specified in the meeting notice. Notice of Special Meetings, including purpose, time, date and location, shall be given by regular mail, facsimile, posting on the group internet site, electronic communication, telephone and/or personal delivery. If notice is given by telephone or personal delivery, it shall be given not less than forty-eight (48) hours before the meeting. If notice is given by regular mail, facsimile or electronic communication, it shall be given not less than fifteen (15) days before the meeting. If notice is given by posting on the group internet site, it shall be given at least eleven (11) days before the meeting. In the event that such notice is given on a Saturday, Sunday or national holiday, an additional twenty-four (24) hour notice shall be added to the required notice period.

Section 9. *Waivers of Notice.* Notice of any meeting of the Board of Directors need not be given to any Director who submits a signed waiver of notice, by regular mail, electronic mail, facsimile or personal delivery, to the Board of Directors, the President or the Secretary, either before or after the meeting, or who attends the meeting without protesting prior to formal commencement, the lack of formal notice.

Section 10. *Quorum.* A quorum shall be required for the legal and proper conduct of the business of the Board of Directors. A majority of the Entire Board shall constitute a quorum for the transaction of any business. When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any Directors.

Section 11. *Organization.*

11.1. *President.* At all meetings of the Board of Directors, the President, or, in his/her absence, the Vice-President, or, in his/her absence, another Director chosen by the Board shall preside.

11.2. *Secretary.* At all meetings of the Board of Directors, the Secretary, or, in his/her absence, another Director chosen by the Board shall act as secretary of the Meeting.

Section 12. *Voting.* Each Director shall have one (1) vote for purposes of the appointment of Officers and the transaction of any other business considered by the Board of Directors.

Section 13. *Parliamentary Law.* In all matters of parliamentary procedure not covered or contradicted by these By-Laws, or applicable statute, regulation or contractual obligation, "Robert's Rules of Order Newly Revised", shall be used as a guideline in answering all questions of proper parliamentary procedure.

Section 14. *Action by the Board of Directors.*

14.1. *Action Defined.* Except as otherwise provided by statute and/or these By-Laws, an "act," or "action," of the Board of Directors shall mean an action at a meeting of the Board authorized by vote of a majority of the Directors present at the time of the vote, provided a sufficient quorum is present.

14.2. *Written Unanimous Consent.* Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if the Entire Board submits to the Secretary of the Corporation, or his/her designee, a written consent, delivered by regular mail, facsimile and/or electronic mail, authorizing a resolution to permit the action. A copy of the resolution, and all written consents thereto, shall be filed with the minutes of the proceedings of the Board.

14.3. *Electronic Communication.* Any, or all, Director(s), committee member(s), or member may participate in any meeting of the Board of Directors, by means of a conference telephone, electronic video screen communication or similar communications equipment allowing all persons participating in the

meeting to hear each other and communicate at the same time. Participation by such means shall constitute presence in person at a meeting of the Board.

Section 15. *Presumption of Concurrence.*

15.1. *Meeting Participation.* A Director who participates in a meeting of the Board of Directors at which an act, or action, on any corporate matter is taken shall be presumed to have concurred to the action taken unless said Director:

- i. assures that his/her dissent is entered in the minutes of the meeting;
- ii. files a written dissent to such act or action with the Secretary of the meeting before the adjournment thereof, or;
- iii. forwards a written dissent, by regular mail, facsimile, electronic communication or personal delivery, to the Secretary, immediately after the adjournment of the meeting.

15.2. *Meeting Absence.* A Director who is absent from a meeting of the Board at which an act, or action, on any corporate matter is taken shall be presumed to have concurred to the action taken unless said Director:

- i. forwards a written dissent, by personal delivery and/or registered mail, to the Secretary; or, a personally delivers, or, sends by registered mail, his/her written dissent thereto to the Secretary; or,
- ii. assures that his/her dissent is entered in the minutes of the meetings of the Board within a reasonable time after learning of such action.

Section 16. *Attendance.* A Directors who in any six month period has missed the majority of the meetings of the Board of Directors and/or fails to vote on at least 75% of all Board issues shall be automatically removed from the Board of Directors with no action other than a notice issued by the President and recorded in the minutes of the meeting. However, the Board of Directors may decide, under extenuating circumstances, including but not limited to serious injury or maternity, to grant a leaveof absence from the Board of Directors.

ARTICLE V.

Officers

Section 1. *Officers, Appointment & Term.* The Board of Directors shall appoint by majority vote a President, Vice President, Secretary and Treasurer, and such other Officers as it may determine are needed from time-to-time, who shall be given such duties, powers and functions as hereinafter provided. Officers shall be appointed to hold office for one (1) year from the date of appointment. Each Officer shallhold office for the term for which he/she is appointed and until his or her successor has been appointed. No Officer may hold more than one office at the same time.

Section 2. *Suspension, Removal, Resignation.* Officers serve at the discretion of the Board of Directors. Any Officer appointed by the Board may be suspended or removed by a majority vote of the Board. In the event of the resignation, suspension, removal, incapacitation or death of an Officer, the President of the Board shall appoint an acting successor to fill the unexpired term. This appointment shall be confirmed by a majority vote of the Board within the next two (2) Regular Meetings.

Section 3. *Duties.*

3.1. *President.* The President shall be the principal volunteer executive officer of the Corporation and shall in general monitor and supervise the business and affairs of the Corporation. He/she shall preside

at all meetings of the Board of Directors and shall be a voting member of all Committees of the Board and Committees of the Corporation, unless otherwise precluded by statute, regulation and/or these By-Laws. The President is authorized to sign any deeds, mortgages, bonds, contracts or other instruments that the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board, these By-Laws and/or applicable regulation or statute to some other Officer or agent of the Corporation. The President is the sole Officer or Director authorized to speak on behalf of the Corporation, unless the President and/or the Board of Directors have otherwise delegated such authority to another Officer, Director and/or representative or otherwise directed by these By-Laws. The President shall be the American Chesapeake Club Delegate unless otherwise determined by the Board of Directors by majority vote not to be in the best interests of the Corporation or if the President declines the position. In either case, the Board of Directors shall choose a delegate by majority vote. The President shall perform such other duties as from time-to-time may be assigned to him/her by the Board.

3.2. *Vice President.* In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time-to-time may be assigned to him/her by the President and/or the Board.

3.3. *Secretary.* The Secretary shall generally be responsible for assuring that the records of the Corporation are properly recorded, documented and stored and that all informal or formal notices that may be issued by the Corporation are tendered in a manner in compliance with all applicable statutes, regulations, contracts, ethical obligations, the Certificate of Incorporation, as may be amended, and these By-Laws. The Secretary shall assure that the minutes of the meetings of the Board of Directors, and Committees of the Board or Corporation, if any, are properly recorded, documented, provided to the membership and stored; keep a record of the post office address, telephone number and, when possible electronic address of each Member, Director, Officer and member of a committee who does not serve on the Board, if any; notify Directors of election and members of committees of appointment; and, generally serve as custodian of the records of the Corporation. He/she may delegate recording, documentation and storage and other duties, as deemed appropriate, to other Officers, excepting the President, Directors, or employees of the Corporation. The Secretary shall be responsible for the preparation of the annual ballot, for tallying all votes taken by the Members and the Board of Directors and for publishing the results of all votes to the Members and the Directors. The Secretary shall perform such other duties as from time-to-time may be assigned to him/her by the President and/or the Board.

3.4 *Treasurer.* The Treasurer shall be responsible for the supervision and accounting of all funds received or expended by the Corporation and shall keep the Board of Directors informed on all pertinent financial matters. If an Independent Director, he/she shall ordinarily, but need not necessarily, serve on the Audit and Finance Committee, or its functional equivalent, if applicable, but not as Chair of any such Committee. The Treasurer shall provide a financial report at all Regular Meetings of the Board in a format prescribed by the Board and for providing regular financial reports to the Members. The Treasurer shall perform other duties as from time-to-time may be assigned to him/her by the President and/or the Board.

ARTICLE VI.

Committees

Section 1. *Committee Types & General Authority & Responsibilities.* The Board of Directors may permissibly charge committees to perform various functions on behalf of the Corporation in either of the two (2) available types: Committees of the Board and Committees of the Corporation. Each Committee of the Board and Committee of the Corporation, and every member thereof, shall serve at the pleasure of the board. All Committees shall keep minutes of all proceedings, to be regularly submitted to the Secretary for subsequent distribution to the Entire Board, and report to the Board, at its next scheduled Regular Meeting, all activities and determinations.

Section 2. *Committees of the Board.* Committees of the Board of Directors shall be comprised solely of, at least, three (3) voting Directors elected by majority vote of the Entire Board and shall have either standing authority and/or may be designated specific authority from time-to-time by the Board to take action within statutory limitations that would legally bind the Board and/or the Corporation.

In accordance with statutory limitations, no Committee of the Board shall have such the authority in the following matters:

- i. submission to Members, if any, of any act, or action, requiring Members approval by statute and/or these By-Laws;
- ii. filling of vacancies on the Board, or in any of its various committees;
- iii. fixing of compensation for Directors, or members of its various committees;
- iv. authorization of any form of Fundamental Corporate Change, as set forth in these By-Laws, including, but not limited amendment, or repeal, of these By-Laws or the adoption of new By- Laws;
- v. amendment, or repeal, of any resolutions of the Board, which by its terms, shall not be capable of amendment or repeal;
- vi. the election or removal of Officers and Directors;
- vii. the approval of a merger or plan of dissolution;
- viii. the adoption of a resolution recommending to the Members an action on the sale, lease, exchange or other disposition of all or substantially all the assets of the Corporation or, if there are no Members entitled to vote, the authorization of such transaction; or
- ix. the approval of amendments to the Certificate of Incorporation.

The Board shall appoint, at least, three (3) Directors and/or to serve on the following standing Committees of the Board: Executive and Audit and Finance. The Board, by resolution adopted by the majority of the Entire Board, may designate additional standing Committees of the Board, with such authority as the applicable resolution shall provide.

2.1 *Executive Committee.* The Executive Committee shall be comprised of the elected Officers of the Corporation, President, Vice-President, Secretary and Treasurer, and any additional members of the Board of Directors that may be appointed to serve on the Committee from time-to-time. The President shall serve as the Chair of the Executive Committee. The Executive Committee shall distribute minutes of its meetings to the Entire Board of Directors and to the membership prior to the next meeting of the Board and, when appropriate, may otherwise inform the Board of Directors in a timely manner. The Executive Committee shall maintain surveillance of the operations and affairs of the Corporation and shall be empowered to transact only such business as may be necessary between Regular Meetings of the Board of Directors. Meetings of the Committee may be called by the Chair or by any three (3) members of the Committee. No binding decision can be made in the Executive Committee. All binding decisions must be made by a majority vote of all Board of Directors.

2.2. *Audit & Finance Committee.* The Audit and Finance Committee shall be comprised of, at least, three (3) Directors, found by resolution of the Board of Directors to be "Independent Directors" (as defined by Appendix "A"); however, under no circumstances shall the Corporation's "Independent Auditor" (as defined by Appendix "A") or a partner, employee of business associate or "Relative" (as defined by Appendix "A") of the Independent Auditor's firm, serve on the Committee. Provided the Treasurer is found to be an "Independent Director," he/she shall serve on the Committee, but shall be precluded from serving as Chair. The Audit and Finance Committee shall be responsible for overseeing all audits and the overall fiscal affairs of the Corporation. The Committee shall also develop a budget for approval by the Board of Directors; propose policies governing the finances of the Corporation for adoption by the Board; and, endeavor to assure that all the Corporation's institutional funds are deposited, invested and withdrawn in a manner consistent with all applicable statutes, regulations and contractual obligations, if

any. The Committee shall assure that proper federal and state compliance and tax filings are submitted, and that any taxes due have been paid or, otherwise, addressed. It shall periodically review the Corporation's internal and financial controls, and the adequacy of the Corporation's insurance coverage. With regard to responsibilities relative to conflicts of interest, and auditing oversight, as appropriate, the Committee shall be responsible for strict adherence to, and enforcement of, the Corporation's Board of Directors Conflicts of Interest Policy, and Audit Oversight Policy, which are annexed to these By-Laws as Appendices "B" and "D," respectively. It shall also assure that proper policies and procedures are in place to ensure that all newly-received and annually-submitted Conflict of Interest Disclosure Statements, an unexecuted copy of which is annexed to these By-Laws as Appendix "C," and any case-specific Related Party Transaction reports, together the minutes of any related meetings, are promptly provided to the Chair of the Committee and shall subsequently see to it that they are properly considered for auditing purposes.

Section 3. *Committees of the Corporation.* Committees of the Corporation shall be comprised of, at least, three (3) individuals elected by majority vote of the Entire Board and shall either have standing authority or may be designated specific authority from time-to-time by the Board. Committees of the Corporation are advisory in nature and cannot under any circumstances take actions that bind the Board and/or the Corporation.

The Board shall appoint, at least, three (3) voting Directors, Members and/or other non-Directors, to serve on the following standing Committees of the Corporation: Membership Committee, Governance Committee and Nominating Committee. The Board, by resolution adopted by the majority of the Entire Board, may designate other standing, or *ad hoc*, Committees of the Corporation, with such authority as the applicable resolution shall provide.

3.1. *Membership Committee.* The Membership Committee is responsible for evaluating membership applications together with the appropriate Regional Director. The Membership Committee shall develop and update the membership application. In the event that the Board of Directors decides to delegate, on an annual basis, the election of members to the Membership Committee, the Committee will advise the Board of Directors of all affirmative actions. Any negative actions shall be referred to the Board of Directors for a final determination by secret ballot with a majority vote. Applicants that receive a negative vote shall be advised by the Board of Director Secretary within fifteen (15) days of said determination and all paid membership dues shall be returned/refunded. The Membership Committee is also charged with maintaining the membership books and a list of members in good standing qualified to vote at any meeting of the Membership.

3.2. *Nominating Committee.* The Nominating Committee is responsible for submitting recommendations for Directors received from Members. The Committee compiles a slate of Director-nominees for presentation to the membership for a vote at the Annual Meeting.

Section 4. *Qualifications.* To participate on a committee the person must be an active member in good standing.

Section 5. *Meetings.* Meetings of committees, of which no formal notice shall be necessary, shall be held at such time and place as may be fixed by the Chair of the applicable Committee or by majority vote of the members of the committee.

Section 6. *Quorum and Manner of Acting.* Unless otherwise provided by resolution of the Board of Directors, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of the committee shall be the act of the committee. The procedures and manner of acting of all committees shall be subject at all times to the direction of the Board. All committees shall maintain appropriate minutes of their meetings in an effort to document proper and appropriate oversight.

ARTICLE VII.**Elected Officer & Director Compensation, Reimbursement & Loans**

Section 1. *Compensation.* No elected Director, Officer or member of a committee shall receive compensation for his/her services as a Director, Officer and/or member of a committee, but if properly authorized, may permissibly receive other compensation for services that may be rendered to the Corporation, provided any such compensation is awarded pursuant to all applicable policies and procedures required by statute, regulation and/or these By-Laws.

Section 2. *Reimbursement.* Notwithstanding the mandates of this Article, at the discretion of the Board of Directors, individual Directors, Officers, and members of Committees may be reimbursed in an amount determined by the Board for expenses reasonably incurred by them in the performance of their duties on behalf of the Corporation.

Section 3. *Loans.* No loans shall be made by the Corporation to its Directors, Officers, committee members, or to any other corporation, firm, association or other entity in which one or more of its Directors, Officers or committee members are directors or officers or hold a substantial financial interest, except as may be permitted by statute.

ARTICLE VIII.**Fiscal Year & Independent Financial Audit**

Section 1. *Fiscal Year.* The fiscal year of the Corporation shall commence on the first day of January and conclude on the thirty-first day of December.

Section 2. *Independent Financial Audit.* If required pursuant to stipulated statutory thresholds dictated by revenue annually received and/or other applicable regulation and/or contractual obligation, demanded by the Office of the Attorney General, requested by another regulatory agency or funder as a condition of funding, or otherwise recommended and authorized by the Board of Directors, the accounts of the Corporation shall be subject to an annual audit report or audit review report prepared by "Independent Auditor" (as defined by Appendix "A"), and conducted in a manner compliant with all applicable statutory, regulatory and contractual obligations, to be overseen solely by "Independent Directors" (as defined by Appendix "A") serving on either the Board of Directors, or an authorized Committee of the Board.

ARTICLE IX.**Fiduciary Duties**

Section 1. *Duty of Care.* All Directors shall exercise the same standard of care that a reasonable person, with similar abilities, acumen and sensibilities, would exercise under similar circumstances at all times. Each Director shall endeavor to understand all, or substantially, all of the consequences of his/her actions and/or the omissions.

Section 2. *Duty of Loyalty.* No Director shall be permitted to engage in, or condone, any conduct that is disloyal, disruptive, damaging or competes with the Corporation. No Director shall be permitted to take any action, or establish any interest, that compromises his/her ability to represent the Corporation's best interest. All Directors are expected to represent the interests of this Corporation at all times while serving on the Board.

Section 3. *Duty of Obedience.* Directors are to be aware of the laws that affect the organization and ensure that the organization follows them. They must fully understand and follow all of the organization's own governing documents, such as **the bylaws**, and are also responsible for helping the organization carry out its stated goals.

ARTICLE X.

Statutory Compliance

Section 1. *Definitions.* Should any term, phrase or understanding relative to any topic addressed in these By-Laws and/or the policies of the Corporation be specifically defined in a document entitled, "By- Law and Corporate Policy Definitions," a copy of which is annexed hereto, and made a part hereof of these By-Laws as **Appendix "A,"** the stipulated definition of such term in said document shall govern for purposes of interpreting the By-Laws and/or corporate policies.

Section 2. *Conflicts of Interest & Related Party Transaction Protocols.* The Corporation shall adopt, and at all times honor, the terms of a written Conflicts of Interest & Related Party Transaction Policy to assure that its Directors, Officers, Key Employees, and volunteers act in the Corporation's best interest and comply with applicable statutory, regulatory and ethical requirements. The Conflicts of Interest & Related Party Transaction Policy shall include, at a minimum, the following provisions:

- i. *Procedures.* procedures for disclosing, addressing, and documenting Conflicts of Interest and Related Party Transactions to the Board of Directors, or an authorized committee, as appropriate.
- ii. *Restrictions.* stipulations that when the Board of Directors, or an authorized committee, as appropriate, is considering a real/potential conflict of interest, the interested party shall not:
 - (a) be present at, or participate in, any deliberations;
 - (b) attempt to influence deliberations; and/or,
 - (c) cast a vote on the matter.
- iii. *Definitions.* definitions of circumstances that could constitute a Conflict of Interest and/or Related Party Transaction.
- iv. *Documentation.* requirements that the existence and resolution of the conflict and/or transaction be documented in the records of the Corporation, including in the minutes of any meeting at which the conflict was discussed or voted upon; and,
- v. *Audit-Related Disclosure.* protocols to assure for the disclosures of all real or potential Conflicts of Interest and/or Related Party Transaction are properly forwarded to the Board of Directors, or another authorized committee, as appropriate, for purposes of audit-related consideration.

Section 3. *Conflicts of Interest & Related Party Transaction Conflicts Policy.* The Conflicts of Interest and Related Party Transaction Policy of the Corporation required in order to comply with the mandates of Section 2 of this Article is annexed hereto, and made a part hereof as **Appendix "B."** This policy may only be amended, modified or repealed by a two-thirds (2/3) majority vote of the Board of Directors present at any Annual Meeting, Regular Meeting or Special Meeting called for that purpose with the change in policy to not be applicable to any pending or currently being reviewed real or potential conflicts of interest or Related Party Transaction.

Section 4. *Potential Conflicts Disclosure Statement.* The Potential Conflicts Disclosure Statement of the Corporation required in order to comply with the mandates of Section 2 of this Article is annexed hereto, and made a part hereof as **Appendix "C."**

Section 5. *Audit Oversight Protocols.* Provided the Corporation is required pursuant to stipulated statutory thresholds dictated by revenue annually received and/or other applicable regulation and/or contractual obligation, demanded by the Office of the Attorney General, requested by another regulatory agency or funder as a condition of funding, or otherwise recommended and authorized by the Board of

Directors, the accounts of the Corporation shall be subject to an annual audit report or audit review report prepared by "Independent Auditor" (as defined by Attachment "A") to be overseen by a designated Audit or combined Audit and Finance Committee of the Board (as appropriate), comprised solely of "Independent Directors" (as defined by Appendix "A"). If such an audit report or audit review is commissioned, the Corporation shall adhere to the terms of a written Audit Oversight Policy, which, in the absence of statutory obligation, shall be considered advisable, but not required.

Section 6. *Audit Oversight Policy.* The Audit Oversight Policy required in order to comply with the mandates of Section 5 of this Article is annexed hereto, and made a part hereof as **Appendix "D."** This policy may only be amended, modified or repealed by a majority vote of the Board of Directors present at any Annual Meeting, Regular Meeting or Special Meeting called for that purpose with the change in policy to not be applicable to any pending or currently processing audit report or audit review.

ARTICLE XI.

Indemnification of Directors, Officers & Employees

Section 1. *Indemnification Obligations.* Provided that it first obtains, and subsequently maintains a Directors and Officers (D&O) liability insurance policy with coverage limits deemed reasonably appropriate by qualified professionals, the Corporation shall indemnify its Members, Directors, Officers, employees and volunteers against judgments, fines, amounts paid in settlement and reasonable expenses and costs, including attorney's fees, in connection with any claim asserted against the Member, Director, Officer, employee or volunteer by court action, or otherwise, by reason of the fact that such person was a Director, Officer, employee or volunteer of the Corporation and acting in good-faith for a purpose which such person reasonably believed to be in the best interest of the Corporation, and was not unlawful, unethical or immoral. Any such indemnification shall be considered, awarded and governed by the terms of a comprehensive Indemnification and Insurance Policy, a copy of which is annexed hereto, and made a part hereof as **Appendix "E."**

ARTICLE XII.

Fundamental Corporate Changes

Section 1. *By-Law Amendment.* These By-Laws may be amended, repealed or altered, by a majority vote of the Directors present at any Annual Meeting, Regular Meeting or Special Meeting of the Board called for that purpose, excepting that the Board shall have no authority to amend, repeal or alter Article III, this Article XII or any other By-Law applicable to the rights, entitlements and/or obligations of the Members. Any amendment, repeal or alteration of the By-Laws authorized by the Board shall be presented to the Membership at the next Annual Meeting or Special Meeting of the Membership called for that purpose, and may be vetoed, in whole or in part, or otherwise modified by majority vote of the Members present. The Membership may, by majority vote of the Members present at any Annual Meeting or Special Meeting of the Membership called for that purpose, amend, repeal or alter Article III, this Article XII, any other By-Law applicable to the rights, entitlements and/or obligations of the Members or the By-Laws, in their entirety, with or without the consent of the Board,

Section 2. *Certificate of Incorporation Amendment.* The Certificate of Incorporation of the Corporation may be changed or amended, in whole or in part, by a two-thirds (2/3) majority vote of each the Board of Directors and those entitled to cast ballots for a resolution of the Membership, provided all statutory approvals are subsequently secured and any Certificate of Amendment or Restated Certificate of Incorporation is accepted for filing by the New York Department of State.

Section 3. *Purchase, Lease, Sale, Mortgage or Disposition of Real Property or Other Assets.* The purchase, lease (for five (5)-or more years), sale, mortgage or disposition of all, or substantially all, of the real property or other assets of the Corporation shall only be authorized by a two-thirds (2/3) majority vote

of the Board of Directors and a two-thirds (2/3) majority vote of those entitled to cast ballots for a resolution of the Membership.

Section 4. Creation of Corporate Affiliate Relationship. The Corporation may only enter into any affiliate arrangement, such as a parent/subsidiary relationship with another corporation, or form a new corporation for purposes of establishing an affiliate relationship, by a two-thirds (2/3) majority vote of each the Board of Directors and those entitled to cast ballots for a resolution of the Membership.

Section 5. Merger or Consolidation. This Corporation may be merged or consolidated by a two-thirds (2/3) majority vote of each the Board of Directors and those entitled to cast ballots for a resolution of the Membership, provided all statutory approvals are subsequently secured and any Certificate of Merger or Consolidation is accepted for filing by the New York State Department of State.

Section 6. Dissolution.

6.1. Procedure. This Corporation may be dissolved by a two-thirds (2/3) majority vote of each the Board of Directors and those entitled to cast ballots for a resolution of the Membership, provided all statutory approvals are subsequently secured and a Certificate of Dissolution is accepted for filing by the New York Department of State.

6.2. Residual Assets. In seeking approvals necessary for Dissolution, the Corporation shall exercise its best efforts to assure that any residual assets shall be donated to another Not-for-Profit Corporation qualified under Section 501(c)(3) of the Internal Revenue Code with purposes similar to those of this Corporation.

APPENDIX A—By-Law & Corporate Policy Definitions

1. **Affiliate-** means any entity controlled by, or in control of, the Corporation.
2. **Charitable Corporation-** Any Not-for-Profit Corporation formed, or deemed to be formed, for charitable purposes, including those formerly considered by the Not-for-Profit Corporation Law to be Type “B” or “C” Corporations, as well as former Type “D” with Charitable purposes.
3. **Director-** means any member of the governing board of the Corporation, whether designated as director, trustee, manager, governor, or by any other title.
4. **Entire Board-** means the total number of Directors entitled to vote which the Corporation would have if there were no vacancies. If the By-Laws provide that the Board shall consist of a fixed number of Directors, then the “Entire Board” shall consist of that number of Directors. If the By-Laws provide that the Board may consist of a range between a minimum and maximum number of Directors, then the “Entire Board” shall consist of the number of Directors within such range that were elected as of the most recently held election of Directors, as well as any Directors whose terms have not yet expired.
5. **Independent Auditor-** means any Certified Public Accountant performing the audit of the financial statements of the Corporation who is not, nor is any member of his/her firm, an Officer, Director, employee or volunteer of the Corporation or has a Relative who is such an individual.
6. **Independent Director-** means a Director who:
 - i. is not, and has not been within the last three (3) years, an Employee or Key Person of the Corporation or an Affiliate of the Corporation and does not have a Relative who is, or has been within the last three (3) years, a Key Person (as defined by these By-Laws) of the Corporation or an Affiliate;
 - ii. has not received, and does not have a Relative who has received, in any of the last three (3) fiscal years, more than ten thousand dollars (\$10,000) in direct compensation from the Corporation or an Affiliate (other than reimbursement for expenses reasonably incurred) as a Director or reasonable compensation for service as a Director if permitted by statute and regulation;
 - iii. is not a current Employee of or does not have a substantial financial interest in, and does not have a Relative who is a current Officer of or has a substantial financial interest in, any entity that has provided payments, property or services to, or received payments, property or services from, the Corporation or an Affiliate of the Corporation if the amount paid by the Corporation or the entity, or received by the Corporation from the entity for such property or services, in any of the last three (3) fiscal years, exceeded the lesser of:
 - a. ten thousand dollars (\$10,000) or two percent (2%) of such entity's consolidated gross revenues, if the entity's consolidated gross revenue was less than five hundred thousand dollars (\$500,000);
 - b. twenty-five thousand dollars (\$25,000), if the entity's consolidated gross revenue was five hundred thousand dollars (\$500,000) or more but less than ten million dollars (\$10,000,000);
 - c. one hundred thousand dollars (\$100,000), if the entity's consolidated gross revenue was ten million dollars (\$10,000,000) or more; or.
 - d. is not and does not have a Relative who is a current owner, whether wholly or partially, Director, Officer or Employee of the Corporation 's outside auditor or who has worked on the Corporation 's audit at any time during the past three (3) years.

- For purposes of this definition, the term “compensation” does not include reimbursement for expenses reasonably incurred as a Director or reasonable compensation for service as a Director;
 - For purposes of this definition, the term "payment" does not include charitable contributions, dues or fees paid to the Corporation for services which the Corporation performs as part of its nonprofit purposes, or payments made by the Corporation at fixed or non-negotiable rates or amounts for services received, provided that such services by and to the Corporation are available to individual members of the public on the same terms, and such services received by the Corporation are not available from another source.
7. **Key Person**- means any person, other than a Director or Officer, whether or not an employee of the Corporation, who:
- i. has responsibilities, or exercises powers or influence over the Corporation, as a whole in a manner similar to the responsibilities, powers, or influence of Directors and Officers;
 - ii. manages the Corporation, or a segment of the Corporation that represents a substantial portion of the activities, assets, income or expenses of the Corporation; or
 - iii. alone, or with others, controls or determines a substantial portion of the Corporation’s capital expenditures or operating budget.
8. **Member**- means any person, group such as a Family, or Corporation afforded rights, entitlements or obligations with respect to the governance and operations of the Corporation, as identified in the By-Laws and/or the Certificate of Incorporation, as may be amended. For instance, if a Membership is authorized to elect Directors or approve By-Laws changes.
9. **Non-Charitable Corporation**- Any Not-for-Profit Corporation formed, or deemed to be formed, for other than the purposes of a Charitable Corporation, including, but not limited to one formed for any one, or more of the following non-pecuniary purposes: civic, patriotic, political, social, fraternal, athletic, agricultural, horticultural, or animal husbandry, or for the purpose of operating a professional, commercial, industrial, trade or service association, including those formerly considered by the Not-for-Profit Corporation Law to be Type “A” Corporations, as well as former Type “D” with Non-Charitable purposes.
10. **Officer**- means any director, trustee, manager, governor, or by any other title, any individual holding an office of the Corporation identified in the Certificate of Incorporation and/or By-Laws.
11. **Relative**- of an individual means his or her spouse, domestic partner, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses or domestic partners of brothers, sisters, children, grandchildren and/or great-grandchildren.

**APPENDIX B—Board of Directors Conflicts of Interest Policy
& Related Party Transactions Policy**

1. Policy Requirements.

Any real or potential “Conflict of Interest” and/or “Related Party Transaction” (each as defined herein) and any other interested matter must be addressed in accordance with the terms of this Board of Directors Conflicts of Interest and Related Party Transactions Policy. Any Conflict of Interest and/or Related Party Transaction, or any other interested matter, authorized in a manner that is materially inconsistent with the terms of this policy may be subsequently rendered void or voidable by a vote of a majority of the Board of Directors, excluding any Directors with an interest in the subject transaction or matter.

2. Definitions.

- a. Conflict of Interest. Unless otherwise specifically excluded herein, a “Conflict of Interest” means any transaction, agreement or any other arrangement, including, but not limited to a “Related Party Transaction,” as defined herein, between this Corporation and another individual or entity that confers a direct, substantial benefit to any Related Party, as defined herein. The following circumstances shall not be considered a Conflict of Interest for purposes of interpretation of this definition or consideration of a Conflict of Interest by the Board of Directors:
- i. the current, or prior, service of an Officer, Director or Key Person of this Corporation, or a Relative thereof, all as defined herein, as an officer, director, trustee, key employee or partner, or the equivalent thereof, of any corporate entity that is: considered to be an Affiliate, as defined herein; otherwise controlled by, or controls, this Corporation, and/or; an Affiliate of any corporate entity controlled by, or that controls, this Corporation, or;
 - ii. the current, or prior, receipt by an Officer, Director or Key Person of this Corporation, or a Relative thereof, of goods or services offered by this Corporation that are generally made available to other similarly-situated individuals, provided that the recipient does, has not, received any form of preferential treatment via his/her relationship with this Corporation.

The assessment of, and any determination concerning any Conflict of Interest must be considered in strict compliance with the adopted policies and procedures of the Corporation.

- b. Related Party Transaction. Unless otherwise specifically excluded herein, a “Related Party Transaction” means any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Corporation is a participant. The following circumstances shall not be considered a Related Party Transaction for purposes of interpretation of this definition or consideration of a Related Party Transaction by the Board of Directors:
- i. the transaction, or the Related Party’s financial interest in the transaction is *de minimis*;
 - ii. the transaction would not customarily be reviewed by the Board, or Boards of similar organizations, in the ordinary course of business and is available to others on the same or similar terms; or
 - iii. the transaction constitutes a benefit provided to a Related Party solely as a member of a class of the beneficiaries that the Corporation intends to benefit as part of the accomplishment of its mission which benefit is available to all similarly situated members of the same class on the same terms.

The assessment of, and any determination concerning, any Related Party Transaction, must be considered in strict compliance with the adopted policies and procedures of the Corporation.

- c. Related Party. A “Related Party” means any:
- i. Officer, as defined by Appendix A;

- ii. Director, as defined by Appendix A;
- iii. Key Person, as defined by Appendix A;
- iv. founder of the Corporation;
- v. individual who has made substantial monetary contributions to the Corporation;
- vi. Relative, as defined by statute, of an Officer, Director or Key Person;
- vii. entity where an Officer, Director or Key Person, founder or substantial contributor or a Relative thereof, directly or indirectly, holds a thirty-five percent (35%), or greater, ownership or beneficial interest; or,
- viii. Partnership or professional corporation where an Officer, Director or Key Person, founder or substantial contributor or a Relative thereof, directly or indirectly, has an ownership interest in excess of five percent (5%).

3. General Disclosure.

Prior to initial election, and annually thereafter, each Director shall be required to complete, sign and submit to the Secretary, or an authorized designee, as appropriate, a written statement identifying, to the best of the Director's knowledge, any entity of which such Director is an officer, director, trustee, owner (either as a sole proprietor, partner or member) or employee and with which the Corporation has a relationship, and any transaction in which the Corporation is a participant and in which the Director might have a real or potential interest. The Secretary shall provide a copy of all completed disclosure statements to the Executive Committee, or another authorized committee thereof, as appropriate. A copy of each disclosure statement shall be available to any Director on request.

4. Specific Disclosure.

If at any time during his or her term of service, a Director, Officer or Key Person (each as defined by Appendix "A") acquires an interest, or circumstances otherwise arise, which could give rise to a real or potential Conflict of Interest and Related Party Transaction, or any other interested matter, he or she shall promptly disclose, in good-faith, to the Executive Committee, the material facts concerning such interest.

5. Process of Review.

The Executive Committee shall thoroughly review any real, or potential, Conflict of Interest or Related Party Transaction, or any other interested matter prior to issuing any approval.

6. Standard of Review.

For purposes of this policy, amongst the considerations of the Executive Committee relative to assessment of any real or potential Conflict of Interest and/or Related Party Transaction, shall be the determination as to whether any financial interest, amounts to a Conflict of Interest and/or a Related Party Transaction, each as defined herein. Should any such financial interest be considered a Conflict of Interest and/or a Related Party Transaction, the terms of this "Conflict of Interest and/or Related Party Transaction Policy" shall apply with regard to proper consideration of the matter. Should the financial interest not amount to a Conflict of Interest and/or Related Party Transaction, as defined herein, the transaction shall be considered an ordinary business matter unworthy of additional non-customary review and/or documentation.

7. Authorization of Conflicts of Interest & Related Party Transactions.

The Corporation shall not enter into any matter considered to be a Conflict of Interest and/or a Related Party Transaction, or any other interested matter, unless such a financial transaction, or other matter, is determined by the Executive Committee to be fair, reasonable and in the Corporation's best interest at the time of such determination.

8. Authorization of Transactions Concerning Substantial Financial Interest.

With respect to any Conflict of Interest and/or Related Party Transaction, or other interested matter, in which a Related Party, or otherwise conflicted individual, has a substantial financial interest, the Executive Committee shall:

- i. prior to entering into any such transaction, or matter, to the extent practicable, consider alternative transactions and/or a review of information compiled from, at least, two (2) independent appraisals of other comparable transactions;
- ii. approve the transaction by not less than a two-thirds (2/3s) majority vote of the Directors present at the meeting; and,
- iii. contemporaneously document the basis for approval by the Executive Committee, which shall include the preparation of a written report, to be attached to the minutes of any meeting where the transaction or matter was deliberated or authorized, identifying the details of the transaction or matter; alternate transactions considered; materials or other information reviewed, Directors, or committee members, present at times of deliberations; names of those who voted in favor, opposed, abstained or were absent; and, the specific action authorized.

9. Restrictions.

With respect to any Conflict of Interest and/or Related Party Transaction, or any other conflicted matter, considered by the Executive Committee, no Related Party, or otherwise conflicted individual, shall:

- i. be present at, or participate in, any deliberations;
- ii. attempt to influence deliberations; and/or,
- iii. cast a vote on the matter.

Nothing herein shall prohibit the Executive Committee from requesting that a Related Party, or otherwise conflicted individual, present information concerning a Conflict of Interest and/or Related Party Transaction, or any other interested matter, at an Executive Committee meeting prior to the commencement of deliberations or related voting.

10. Audit-Related Disclosure.

It shall be the duty of the Secretary to see to it that all newly-received and annually-submitted Director Disclosure Statements and any case-specific Conflict of Interest and/or Related Party Transaction reports, together with the minutes of any related meetings, are promptly provided to the Secretary in an effort to assure that they are properly considered for auditing purposes.

APPENDIX C—Code of Ethical Conduct & Annual Potential Conflicts Disclosure Statement**—Code of Ethical Conduct—**

This Corporation is committed to maintaining the highest standard of conduct in carrying out our fiduciary obligations in pursuit of our tax-exempt mission and purposes. As such, each and every Director, Officer and shall (to the extent applicable) adhere to the following code of conduct:

By-Laws & Policies

- Be aware of and fully abide by the By-Laws, policies and procedures of the Corporation;
- Assure corporate compliance with respect to all statutes, regulations and contractual requirements;
- Respect and fully support the fiduciary duties, including those related to care, loyalty and obedience;
- Understand that the membership has elected the Board of Directors to be responsible to the membership, for the day-to-day management of the Corporation including the fiduciary responsibility and the implementation of policies and directives set forth by the New York Not for Profit Corporate Laws and the Corporation By-Laws.

Informed Participation.

- Attend most, if not all, meetings of the Board of Directors and assigned committees;
- Remain informed of all matters that come before the Board and/or assigned committees;
- Constructively and appropriately bring to the attention of the Board, Officers, committee chairs and/or appropriate staff any questions, personal views, opinions and comments of significance on relevant matters of governance, policy making and corporate constituencies;
- Oppose, on the record, actions of the Board with which one disagrees or is in serious doubt;
- Appropriately challenge, within the structure and By-Laws of the Corporation, those binding decisions that violate the legal, fiduciary or contractual obligations of the Corporation.

Conflict of Interest, Representation & Confidentiality

- Represent the best interests of the Corporation at all times and to declare any and all duality of interests or conflicts of interests, material or otherwise, that may impede or be perceived as impeding the capacity to deliberate or act in the good faith, on behalf of the best interests of the Corporation;
- Not seek or accept, on behalf of self or any other person, any financial advantage or gain that may be offered because, or as a result, of the Director's affiliation with the Corporation;
- Not use or otherwise relate one's affiliation with the Board to independently promote or endorse political candidates or parties for the purpose of election;
- Protect and maintain full confidentiality and proper use of members' private personal information.

Interpersonal

- Maintain open communication and an effective partnership with the members and various committees, if any;
- Remain "solution focused".

—Annual Potential Conflicts Disclosure Statement—

As a Director or Officer or Key Person of the Corporation, you are required to truthfully, completely and accurately disclose all information requested herein and to promptly update all such information as factual circumstances may change from time-to-time. With regard to this Conflicts Disclosure Statement, be

advised, all material terms are defined by Appendix "A" of the By-Laws, which is entitled "By-Law & Corporate Policy Definitions".

Please circle 'Yes' or 'No' & provide additional information when requested

Financial Information Return Disclosure

Responses to the following questions are required to complete financial information returns annually submitted to the Internal Revenue Service and the Office of the Attorney General.

1. Have you served as an Officer, Director, Trustee, Key Person, partner or member of, or hold a 35%, or greater ownership or beneficial interest, or with a partnership or professional corporation a direct or indirect ownership interest in exceeding 5%, in an entity, which during the most recently completed, or current, fiscal year, had, or are reasonably anticipated to have, a direct, or indirect, business relationship, with the Corporation?

No **Yes** If **Yes**, attach a detailed explanation of the circumstances.

2. Have you, individually, or through an entity where you hold a 35%, or greater ownership or beneficial interest, or in the case of a partnership or professional corporation a direct or indirect ownership interest in excess of 5%, during the most recently completed, or current, fiscal year, had, or are reasonably anticipated to have, a direct, or indirect, business relationship, with any individual who is a current or former "Officer," "Director" or "Key Person?"

No **Yes** If **Yes**, attach a detailed explanation of the circumstances.

3. Do you have a Relative who, during the most recently completed, or current, fiscal year, had, or is reasonably anticipated to have, a direct, or indirect, business relationship with the Corporation?

No **Yes** If **Yes**, attach a detailed explanation of the circumstances.

4. Have you, or did you have a Relative who, during the most recently completed, or current, fiscal year, had, or is reasonably anticipated to have, any transaction with the Corporation that might reasonably be considered a real or potential conflict of interest pursuant to the Corporation's Board of Directors Conflicts of Interest Policy, which has not been otherwise disclosed herein?

No **Yes** If **Yes**, attach a detailed explanation of the circumstances.

5. The Corporation relies upon a comprehensive written Conflicts of Interest & Related Party Transaction Policy, has the Board of Directors neglected to provide you with a current draft of this policy or a sufficient opportunity to review and discuss its terms?

No **Yes** If **Yes**, attach a detailed explanation of the circumstances.

Independent Director Assessment Disclosure

Please circle 'Yes' or 'No' & provide additional information when requested

In order to qualify as an "Independent Director," as defined by statute, an Officer or Director must respond in the **negative** to each of the following questions, although failure to respond to all questions in the negative shall not necessarily preclude such an Officer or Director from serving on the Board of Directors.

1. Are you currently, or have you been within the last 3-fiscal years, an Employee or a Key Person of the Corporation, or an Affiliate of the Corporation?

No **Yes** If **Yes**, please attach a detailed explanation of the circumstances.

2. Do you have a Relative who is, or has been within the last 3-fiscal years, a "Key Person" of the Corporation or an Affiliate of the Corporation?

No **Yes** If **Yes**, please attach a detailed explanation of the circumstances.

3. Have you received, within the last 3-fiscal years, more than \$10,000 in direct compensation from the Corporation, or an Affiliate of the Corporation, other than reimbursement for out-of-pocket expenses or compensation as a Director?

No **Yes** If **Yes**, please attach a detailed explanation of the circumstances.

4. Do you have a Relative who has received, within the last 3-fiscal years, more than \$10,000 in direct compensation from the Corporation, or an Affiliate of the Corporation, other than reimbursement for out-of-pocket expenses or compensation as a Director?

No **Yes** If **Yes**, please attach a detailed explanation of the circumstances.

5. Are you, or a Relative, a current officer or employee of, or have a substantial financial interest in, any entity that has provided payments* (see notes below), property or services to, or received payments, property or services from, the Corporation, or an Affiliate, if the amount paid by the Corporation, or an Affiliate, to the entity or received by the Corporation, or an Affiliate, from the entity for property or services, within the last 3-fiscal years, exceeded the lesser of \$10,000 or 2% of such entity's consolidated gross revenues if the entity's consolidated gross revenue was less than \$500,000; \$25,000 if the entity's consolidated gross revenue was \$500,000, or more, but less than \$10,000,000; \$100,000 if the entity's consolidated gross revenue was \$10,000,000 or more?

No **Yes** If **Yes**, please attach a detailed explanation of the circumstances.

6. Are you, or a Relative, a current owner (wholly or partially), Director, Officer or Employee of the Corporation's outside auditor, or have otherwise worked on the Corporation's outside audit at any time during the past 3-fiscal years?

No **Yes** If **Yes**, please attach a detailed explanation of the circumstances.

—**Certification**—

I, the undersigned, certify that I have read and understand this Annual Conflicts Disclosure Statement. I agree that my actions will comply with the disclosures found in this document. I further affirm that neither I, as a Related Party nor any Relative have, or had, an interest, or has taken any action, that contravenes, or is likely to contravene, the Conflicts of Interests and Related Party Transaction Policy of the Corporation or, otherwise impedes my ability to act as a fiduciary and in the best interests of the Corporation, except those that may have been disclosed herein.

Signature

Date

Name

Title (Officer or Director)

* Note: for purposes of Question #5 above, the definition the term "payments" does not include charitable contributions, dues or fees paid to the Corporation for services which the Corporation performs as part of its nonprofit purposes, or payments made by the Corporation at fixed or non-negotiable rates or amounts for services received, provided that such services by and to the Corporation are available to individual members of the public on the same terms, and such services received by the Corporation are not available from another source.

APPENDIX D—Audit Oversight Policy**1. Auditing.**

Provided the Corporation is required pursuant to stipulated statutory thresholds dictated by revenue annually received and/or other applicable regulation and/or contractual obligation, demanded by the Office of the Attorney General, requested by another regulatory agency, funder as a condition of funding, or otherwise recommended and authorized by the Board of Directors, the accounts of the Corporation shall be subject to an annual audit report or audit review report prepared by “Independent Auditor” (as defined by Appendix “A”) to be overseen by the Audit and Financial Committee, which shall be comprised solely of “Independent Directors” (as defined by Appendix “A”). If such an audit report or audit review is commissioned, the Corporation shall adhere to the terms of this Audit Oversight Policy, which, in the absence of statutory obligation, shall be considered advisable, but not required.

2. Restrictions.

Once retained, neither the Independent Auditor, nor a partner, associate or employee of the Independent Auditor’s firm or practice; or, a “Relative” (as defined in Appendix “A”), or a partner, associate or employee of a Relative’s firm or practice, shall perform any assistance to the Corporation other than that directly related to auditing functions.

3. General Duties.

While working with the Independent Auditor retained to prepare the annual audit report, the Corporation’s Audit and Financial Committee, which shall be comprised solely of “Independent Directors” (as defined by these By-Laws), shall perform the following duties:

- i. oversee the accounting and financial reporting processes of the Corporation and the audit of the Corporation’s financial statements;
- ii. annually retain or renew the retention of an Independent Auditor to conduct the audit and, upon completion thereof, review the results of the audit and any related management letter with the Independent Auditor; and,
- iii. oversee the adoption, implementation of, and compliance with the Corporation’s Conflicts of Interest Policy and Related Party Transaction Policy and any required Whistleblower Protection Policy adopted by the Corporation, if such functions are not otherwise performed by another Committee of the Board or the Entire Board itself.

4. Revenue-Imposed Duties.

The Audit and Financial Committee shall also be required to perform the following duties:

- i. review with the Independent Auditor the scope and planning of the audit prior to commencement;
- ii. upon completion of the audit, review and discuss with the Independent Auditor:
 - a. any material risks and weaknesses in internal controls identified by the Independent Auditor;
 - b. any restrictions on the scope of the Independent Auditor’s activities or access to information;
 - c. any significant disagreements between the Independent Auditor and management; and,
 - d. the adequacy of the Corporation’s accounting and financial reporting processes;
- iii. annually consider the performance and independence of the Independent Auditor; and,
- iv. report on the Committee’s activities to the Board of Directors.

5. Affiliate Corporations.

Should the Corporation control other “Affiliate” (as defined by Appendix “A”) corporate affiliate corporations, the Audit and Financial Committee of this Corporation may, pursuant to state statute and these By-Laws

perform, all audit oversight duties stipulated in this Appendix for any such affiliate corporations.

APPENDIX E—Indemnification & Insurance Policy

1. *Authorized Indemnification.*

Unless clearly prohibited by applicable statute, regulation or these By-Laws, the Corporation shall indemnify any person (an “Indemnified Person”) made or threatened to be made a party in any action or proceeding, whether civil, criminal, administrative, investigative or otherwise, including any action by the Corporation, by reason of the fact that s/he (or her/his Testator or Administrator, if then deceased), whether before or after adoption of this policy: (a) is or was a Director, Officer, employee or volunteer of the Corporation, or; (b) is serving or served, in any capacity, at the request of the Corporation, as a Director or Officer of any other corporation, or any partnership, joint venture, trust, employee benefit plan or other enterprise. The indemnification shall be against all judgments, fines, penalties, amounts paid in settlement (provided the Corporation shall have consented to such settlement) and reasonable expenses, including attorneys’ fees and costs of investigation, incurred by an Indemnified Person with respect to any such threatened or actual action or proceeding.

2. *Prohibited Indemnification.*

The Corporation shall not indemnify any person if a judgment, or other final adjudication, adverse to any Indemnified Person establishes, or the Board of Directors in good faith determines, that such person’s acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated or that s/he personally garnered any financial profit or other advantage to which s/he was not legally entitled.

3. *Advancement of Expenses.*

The Corporation shall, on request of any Indemnified Person who is, or may be, entitled to be indemnified by the Corporation, pay or promptly reimburse an Indemnified Person’s reasonably incurred expenses in connection with a threatened or actual action or proceeding prior to its final disposition. However, no such advancement of expenses shall be made unless the Indemnified Person makes a written commitment to repay the Corporation, with interest, for any amount advanced for which it is ultimately determined that he/she is not entitled to be indemnified pursuant to statute or these By-Laws. An Indemnified Person shall cooperate with any request by the Corporation that common legal counsel be used by the parties for such action or proceeding who are similarly situated unless it would be inappropriate to do so because of real or potential conflicting interests of the parties.

4. *Indemnification of Others.*

Unless clearly prohibited by law or these By-Laws, the Board may approve indemnification by the Corporation, as set forth in Section 1 of this Appendix, or advancement of expenses as set forth in Section 3 of this Appendix, to a person (or her/his Testator or Administrator, if then deceased) who is or was employed by the Corporation or who is or was a volunteer for the Corporation, and who is made, or threatened to be made, a party in any action or proceeding, by reason of the fact of such employment or volunteer activity, including actions undertaken in connection with service at the request of the Corporation in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

5. *Determination of Indemnification.*

Indemnification mandated by a final order of a court of competent jurisdiction will be paid. After termination or disposition of any actual or threatened action or proceeding against an Indemnified Person, if indemnification has not been ordered by a court, the Board shall, upon written request by an Indemnified Person, determine whether and to what extent indemnification is permitted pursuant to these By-Laws. Before indemnification can occur, the Board must expressly find that such indemnification will not violate the provisions of Section 2 herein. No Director with a personal interest in the outcome, or who is a party to such actual or threatened action or proceeding concerning which indemnification is sought, shall participate in this determination. If a quorum of disinterested Directors is not obtainable, the Board

shall act only after receiving the opinion in writing of independent legal counsel that indemnification is proper in the circumstances under then applicable law and these By-Laws.

6. *Binding Effect.*

Any person entitled to indemnification under these By-Laws has a legally enforceable right to indemnification which cannot be abridged by amendment of these By-Laws with respect to any event, action or omission occurring prior to the date of such amendment.

7. *Insurance.*

The Corporation is required to purchase Directors and Officers (“D & O”) liability insurance coverage. To the extent permitted by law, such insurance shall insure the Corporation for any obligation it incurs as a result of this Appendix, or operation of law, and it may insure directly the Directors, Officers, employees or volunteers of the Corporation for liabilities against which they are not entitled to indemnification under this Appendix, as well as for liabilities against which they are entitled or permitted to be indemnified by the Corporation.

8. *Non-Exclusive Rights.*

The provisions of this Appendix shall not limit or exclude any other rights to which any person may be entitled under law or contract. The Board is authorized to enter into agreements on behalf of the Corporation with any Director, Officer, employee or volunteer to provide them rights to indemnification or advancement of expenses in connection with potential indemnification in addition to the provisions therefore in this Appendix, subject to the limitations of Section 2 herein.