

**BYLAWS OF
FACILITY NOTIFICATION CENTERS ASSOCIATION, INC.**

**ARTICLE I
OFFICES**

1.01 *Principal Office.* The principal office of the corporation shall be at such place within the state of Michigan as the board of directors may determine from time to time.

1.02 *Other Offices.* The board of directors may establish other offices in or outside the state of Michigan.

**ARTICLE II
MEMBERS**

2.01 *Eligibility for Membership.* To be eligible for membership in the corporation, an individual or entity must satisfy the following requirements:

- (a) **BE A FACILITY NOTIFICATION CENTER AND MADE (AND CONTINUE TO MAKE) ANY PAYMENT OBLIGATIONS OWED TO THE CORPORATION;¹ OR**
- (b) **APPROVED BY A VOTE OF THE BOARD OF DIRECTORS.**

2.02 *Membership Dues.* The board of directors shall establish the initial and annual dues for membership in the corporation. The billing and collection of dues shall be in a manner prescribed by the board of directors and notice of which will be provided to the members in advance of each year for which they are due, and prior to, notice of the annual meeting of members. Dues shall be neither refundable, nor prorated in the event of a termination of membership.

2.03 *Termination of Membership.* Membership may be terminated on the occurrence of any of the following events:

- (a) By the board of directors upon a member's failure to pay dues within 90 days after written notice of payment due.
- (b) By the board of directors upon a member's failure to satisfy the requirements of section 2.01 of this article.
- (c) By a member but only by written notice on or before July 1st giving notice that the member shall cease being a member at the end of the day on December 31st of that year.

¹ If a member works in and/or represents multiple states/governmental and other entities and wishes to have voting rights for each such entity, Member must pay dues for each entity Member represents.

Notwithstanding any other provision of these bylaws to the contrary, if the terminated member is a Group Transaction Member (as defined in Article III of these bylaws) in one or more Group Transactions (as defined in Article III of these bylaws), the terminated member shall continue to be responsible to the corporation and Non-Group Transaction Members (as defined in Article VIII of these bylaws) for Group Transactions (including indemnification obligations under Article VIII of these bylaws) for which the terminated member was a Group Transaction Member, with such liability to be equal to the fraction of one divided by the total number of members who were Group Transaction Members of the Group Transactions for which the terminated member was a Group Transaction Member.

2.04 Annual Meeting. The annual meeting of the members, unless another date is approved by the board of directors and notice is provided to members, shall be held on the second Wednesday in October of each year, at a time beginning between 8 a.m. and noon. At each annual meeting, directors shall be elected and any other business shall be transacted that may come before the meeting.

2.05 Special Meetings. Special meetings of the members may be called by the board of directors or by the president. Such meetings shall also be called by the president or secretary at the written request of not less than **10** percent of the members.

2.06 Place of Meetings. All membership meetings shall be held at the corporation's principal office or at any other place determined by the board of directors and stated in the notice of the meeting. **Any Board meeting may be conducted solely by one or more means of remote communication through which all of the Directors may participate with each other during the meeting, if the number of Directors participating in the meeting would be sufficient to constitute a quorum.** Participation in a meeting by that means constitutes presence in person at the meeting.

2.07 Notice of Meetings. Except as otherwise provided by statute, written notice² of the time, place, and purposes of a membership meeting shall be given not less than **30** days nor more than **120** days before the date of the meeting. Notice shall be given to each member of record entitled to vote at the meeting at the member's last address as it appears on the books of the corporation.

2.08 Record Dates. The board of directors may fix in advance a record date for the purpose of determining members entitled to notice of and to vote at a membership meeting or an adjournment of the meeting, or to express consent to or to dissent from a proposal without a meeting, or for the purpose of any other action. The date fixed shall not be more than **120** days nor less than **30** days before the date of the meeting, nor more than **120** days before any other action.

² "Written notice" and/or "notice" is hereby defined to mean written notice delivered by U.S. Postal Service, overnight courier service, personal service, and email and other electronic communications provided that such written notice when given by electronic communications shall also be posted to the corporation's website.

2.09 *List of Members.* The secretary of the corporation or the agent of the corporation having charge of the membership records of the corporation shall make and certify a complete list of the members entitled to vote at a membership meeting or any adjournment. The list shall be arranged alphabetically with the address of each member, be produced at the time and place of the membership meeting, be subject to inspection by any members during the whole time of the meeting, and be prima facie evidence of the members entitled to examine the list or vote at the meeting.

2.10 *Quorum.* Unless a greater or lesser quorum is required by statute, members present in person or by proxy who, as of the record date, represented **greater than 50%** of the members entitled to vote at a membership meeting shall constitute a quorum at the meeting. Whether or not a quorum is present, the meeting may be adjourned by vote of the members present.

2.11 *Proxies.* A member entitled to vote at a membership meeting or to express consent or dissent without a meeting may authorize other persons to act for the member by proxy; provided, however, that only a member in good standing shall have the right to exercise by proxy, the voting rights of another member. A proxy shall be signed by the member or the member's authorized agent or representative and shall not be valid after the expiration of three years, unless otherwise provided in the proxy. A proxy is revocable at the pleasure of the member executing it except as otherwise provided by statute.

2.12 *Voting.* Each member is entitled to one vote on each matter submitted to a vote. A vote may be cast either orally or in writing. When an action, other than the election of directors, is to be taken by a vote of the members, it shall be authorized by a majority of the votes cast by the members entitled to vote, unless a greater vote is required by statute. Directors shall be elected by a plurality of votes cast at any election. Each member shall select a representative, and give notice to corporation of the name of such representative, that will attend and vote on behalf of the member at all meetings held pursuant to these bylaws

2.13 *Meeting by Telephone or Similar Equipment.* **A member may participate in a membership meeting by telephone and/or other form of electronic conference, including video and/or any similar communications equipment through which all persons participating in the meeting can hear each other.** Participation in a meeting pursuant to this section constitutes presence in person at the meeting and waiver of any notice requirement of such meeting. The secretary for any meeting held pursuant to these bylaws shall record the name of each representative, noting the member being represented, as well as the manner in which the person attends, i.e., in person or via electronically.

ARTICLE III BOARD

3.01 *General Powers.* The business, property, and affairs of the corporation shall be managed by the board of directors. Notwithstanding the foregoing, the board of directors shall not vote to approve or enter into any Group Transaction without first having a vote by all members and only those members that opt in to the proposed Group Transaction shall be responsible for the costs and/or liabilities of the Group Transaction. Furthermore, corporation shall provide no less than 60 days' advance written notice to members of the opportunity to opt in a proposed Group Transaction, with the notice stating "NOTICE, MEMBER MUST PROVIDE CORPORATION WITH WRITTEN NOTICE ON OR BEFORE 60 DAYS FROM THE DATE OF THIS NOTICE, TO OPT IN THE GROUP TRANSACTION DESCRIBED IN THIS NOTICE." For purposes of this section, "Group Transaction" means any transaction that could result, directly or indirectly, in a member being financially responsible or legally liable in any respect for the actions or non-performance of another member with respect to the subject of the transaction. If a member does not opt in a Group Transaction (herein defined as a "Non-Group Transaction Member"), the Non-Group Transaction Member shall have no financial or other obligation with respect to the Group Transaction. Any Non-Group Transaction Member of a Group Transaction that is subsequently approved by the members, shall be entitled to indemnification pursuant to Section VIII by the members who opt in the Group Transaction (herein defined as a "Group Transaction Member").

3.02 *Number.* There shall be not less than **5** nor more than **15** directors on the board as shall be fixed from time to time by the board of directors. Only agents and/or representatives of members in good standing shall be eligible to serve as a member of the board of directors.

3.03 *Tenure.* Directors shall be elected at the annual membership meeting to hold office until the next annual membership meeting and until the director's successor is elected and qualified, or until the director's death, resignation, or removal. In order to establish staggered terms, the first directors shall be divided as equally as possible into three (3) groups, with one group shall serve an initial term of one (1) year, a second group shall serve an initial term of two (2) years, and the remaining group shall serve an initial term of three (3) years. Thereafter, at each annual meeting of the board of directors, the board of directors shall elect directors to fill expiring terms, each director to hold office for a term of three (3) years.

3.04 *Resignation.* A director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective on receipt or at a later time designated in the notice. A successor shall be appointed as provided in section 3.06 of the bylaws.

3.05 *Removal.* Any director may be removed with or without cause by a majority vote of the members entitled to vote at an election of directors. A director's absence is a basis for presumptive resignation and three (3) unexcused consecutive absences from duly called meetings and/or retreats of the board of directors shall be treated as a resignation by a director. For an absence to be excused it must be substantiated by

documentation to the satisfaction of the majority of the board of directors that there exists a verifiable and compelling need to attend to a personal or professional matter that takes precedence over attending a meeting of the board of directors.

3.06 *Board Vacancies.* A vacancy on the board may be filled with a person selected by the remaining directors of the board, though less than a quorum of the board of directors, unless filled by proper action of the members. Each person so elected shall be a director for a term of office continuing until the next election of directors by the members.

3.07 *Annual Meeting.* An annual meeting shall be held each year immediately after the annual membership meeting. If the annual meeting is not held at that time, the board shall cause the meeting to be held as soon thereafter as is convenient.

3.08 *Regular Meetings.* Regular meetings of the board may be held at the time and place as determined by a board resolution without notice other than the resolution; provided, however, that it is the understanding of the members that such meetings should, to the extent possible, be held quarterly throughout the year.

3.09 *Special Meetings.* Special meetings of the board may be called by the president or any two directors at a time and place as determined by those persons authorized to call special meetings. Notice of the time and place of special meetings shall be given to each director in any manner at least three business days before the meeting.

3.10 *Statement of Purpose.* Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice for that meeting; provided, however, that to the extent possible, a comprehensive agenda should be sent out with all notice of meetings.

3.11 *Waiver of Notice.* The attendance of a director at a board meeting shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. In addition, the director may submit a signed waiver of notice that shall constitute a waiver of notice of the meeting.

3.12 *Meeting by Telephone or Similar Equipment.* **A director may participate in a meeting by telephone and/or other form of electronic conference, including video and/or any similar communications equipment through which all persons participating in the meeting can hear each other.** Participation in a meeting pursuant to this section constitutes presence in person at the meeting and waiver of any notice requirement of such meeting.

3.13 *Quorum.* A majority of the directors then in office constitutes a quorum for the transaction of any business at any meeting of the board. Actions voted on by a majority of directors present at a meeting where a quorum is present shall constitute authorized actions of the board.

3.14 *Consent to Corporate Actions.* Any action required or permitted to be taken pursuant to board authorization may be taken without a meeting if, before or after the action, all directors consent to the action in writing. Written consents shall be filed with the minutes of the board's proceeding.

ARTICLE IV COMMITTEES

4.01 *General Powers.* The board, by resolution adopted by a vote of a majority of its directors, may designate one or more committees, each committee consisting of one or more directors. The board may also designate one or more directors as alternate committee members who may replace an absent or disqualified member at a committee meeting. If a committee member is absent or disqualified from voting, members present at a meeting who are not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint an alternate committee member to act at the committee meeting in place of the absent or disqualified member. All committees designated by the board shall serve at the pleasure of the board.

A committee designated by the board may exercise any powers of the board in managing the corporation's business and affairs to the extent provided by resolution of the board. However, no committee shall have the power to

- (a) amend the articles of incorporation;
- (b) adopt an agreement of merger or consolidation;
- (c) amend the bylaws of the corporation;
- (d) fill vacancies on the board; or
- (e) fix compensation of the directors for serving on the board or on a committee.
- (f) recommend to members the sale, lease, or exchange of all or substantially all of the corporation's property and assets;
- (g) recommend to the members a dissolution of the corporation or a revocation of a dissolution; or
- (h) terminate memberships.

4.02 *Meetings.* Committees shall meet as directed by the board, and their meetings shall be governed by the rules provided in article III for meetings of the board. Minutes shall be recorded at each committee meeting and shall be presented to the board.

4.03 *Consent to Committee Actions.* Any action required or permitted to be taken pursuant to authorization of a committee may be taken without a meeting if, before or after the action, all members of the committee consent to the action in writing. Written consents shall be filed with the minutes of the committee's proceedings.

ARTICLE V OFFICERS

5.01 *Number.* The officers of the corporation shall be appointed by the board. The officers shall be a president, a secretary, and a treasurer. There may also be a chairperson, vice president, and such other officers as the board deems appropriate. Neither officers and/or any parties contracted by the corporation to operate the corporation shall be a voting member of the board. Two or more offices may be held by the same person, but such person shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or by the president or by the board to be executed, acknowledged, or verified by two or more officers; notwithstanding the foregoing, the person who serves as secretary shall neither hold nor serve as any other office.

5.02 *Term of Office.* Each officer shall hold office for the term appointed and until a successor is appointed and qualified. An officer may resign at any time by providing written notice to the corporation. Notice of resignation is effective on receipt or at a later time designated in the notice.

5.03 *Removal.* An officer appointed by the board may be removed with or without cause by vote of a majority of the board. The removal shall be without prejudice to the person's contract rights, if any. Appointment to an office does not of itself create contract rights.

5.04 *Vacancies.* A vacancy in any office for any reason may be filled by the board.

5.05 *President.* The president shall be the chief executive officer of the corporation and shall have authority over the general control and management of the business and affairs of the corporation. The president shall have power to appoint or discharge employees, agents, or independent contractors, to determine their duties, and to fix their compensation. The president shall sign all corporate documents and agreements on behalf of the corporation, unless the president or the board instructs that the signing be done with or by some other officer, agent, or employee. The president shall see that all actions taken by the board are executed and shall perform all other duties incident to the office. This is subject, however, to the president's right and the right of the board to delegate any specific power to any other officer of the corporation.

5.06 *Vice President.* The vice president, if any, shall have the power to perform duties that may be assigned by the president or the board. If the president is absent or unable to perform his or her duties, the vice president shall perform the president's duties

until the board directs otherwise. The vice president shall perform all duties incident to the office.

5.07 *Chairperson*. The chairperson, if elected, shall preside at all board meetings. The chairperson shall have the power to perform duties as may be assigned by the board. If the president is absent or unable to perform his or her duties, the chairperson shall perform the president's duties until the board directs otherwise. The chairperson shall perform all duties incident to the office.

5.08 *Secretary*. The secretary shall (a) keep minutes of board meetings; (b) be responsible for providing notice to each member or director as required by law, the articles of incorporation, or these bylaws; (c) be the custodian of corporate records; (d) keep a register of the names and addresses of each member, officer and director; and (e) perform all duties incident to the office and other duties assigned by the president or the board.

5.09 *Treasurer*. The treasurer shall (a) have charge and custody over corporate funds and securities; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation at such depositories in the corporation's name that may be designated by the board; (d) complete all required corporate filings; and (e) perform all duties incident to the office and other duties assigned by the president or the board.

ARTICLE VI CORPORATE DOCUMENT PROCEDURE

No corporate documents (including stocks, bonds, agreements, insurance and annuity contracts, qualified and nonqualified deferred compensation plans, checks, notes, disbursements, loans, and other debt obligations) shall be signed by any officer, designated agent, or attorney-in-fact unless authorized by the board or by these bylaws.

ARTICLE VII INDEMNIFICATION

7.01 *Nonderivative Actions*. Subject to all of the other provisions of this article, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding. This includes any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of the corporation). Such indemnification shall apply only to a person who was or is a director or officer of the corporation, or who was or is serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person shall be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or

proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or its members. With respect to any criminal action or proceeding, the person must have had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent, shall not by itself create a presumption that (a) the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of the corporation or its members or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

7.02 Derivative Actions. Subject to all of the provisions of this article, the corporation shall indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor because (a) the person was or is a director or officer of the corporation or (b) the person was or is serving at the request of the corporation as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person shall be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with the action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation or its members. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the corporation unless and only to the extent that the court in which the action or suit was brought has determined on application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for the expenses that the court considers proper.

7.03 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 7.01 or 7.02 of this article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the mandatory indemnification provided by this article.

7.04 Contract Right; Limitation on Indemnity. The right to indemnification conferred in this article shall be a contract right and shall apply to services of a director or officer as an employee or agent of the corporation as well as in such person's capacity as a director or officer. Except as provided in section 7.03 of this article, the corporation shall have no obligations under this article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by the board.

7.05 Determination That Indemnification Is Proper. Any indemnification under sections 7.01 or 7.02 of this article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case. The corporation must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 7.01 or 7.02, whichever is applicable. The determination shall be made in any of the following ways:

- (a) By a majority vote of a quorum of the board consisting of directors who were not parties to such action, suit, or proceeding.
- (b) If the quorum described in clause (a) above is not obtainable, by a committee of directors who are not parties to the action. The committee shall consist of not less than two disinterested directors.
- (c) By independent legal counsel in a written opinion.
- (d) By the members.

7.06 Proportionate Indemnity. If a person is entitled to indemnification under sections 7.01 or 7.02 of this article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the corporation shall indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

7.07 Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in sections 7.01 or 7.02 of this article may be paid by the corporation in advance of the final disposition of the action, suit, or proceeding on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by the corporation. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

7.08 Non-exclusivity of Rights. The indemnification or advancement of expenses provided under this article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with the corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

7.09 Indemnification of Employees and Agents of the Corporation. The corporation may, to the extent authorized from time to time by the board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the

corporation to the fullest extent of the provisions of this article with respect to the indemnification and advancement of expenses of directors and officers of the corporation.

7.10 *Former Directors and Officers.* The indemnification provided in this article continues for a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

7.11 *Insurance.* The corporation shall purchase and maintain insurance on behalf of any person who (a) was or is a director, officer, employee, or agent of the corporation or (b) was or is serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise; the foregoing shall be subject to obtaining such policies at a reasonable cost and if not available at a reasonable cost, this requirement may be waived by a majority vote of the members. The insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the corporation would have power to indemnify against liability under this article or the laws of the state of Michigan.

7.12 *Changes in Michigan Law.* If there are any changes in the Michigan statutory provisions applicable to the corporation and relating to the subject matter of this article, the indemnification to which any person shall be entitled shall be determined by the changed provisions, but only to the extent that the change permits the corporation to provide broader indemnification rights than the provisions permitted the corporation to provide before the change.

ARTICLE VIII

INDEMNIFICATION AND HOLD HARMLESS FOR ONE CALLS OF AMERICA, INC. AND GROUP TRANSACTIONS

8.01 *Indemnity.* If corporation and/or members (its directors, officer, employees, agents, members and/or contractors) is made a party, or is threatened to be made a party (for this Provision, defined as "Indemnified Member"), to or is otherwise involved (including, without limitation, as a witness) in any Proceeding (as defined below), member (for this Provision, defined as "Indemnifying Member"), individually and collectively, shall defend, hold harmless and indemnify corporation and Indemnified Members from and against any and all losses, claims, damages, liabilities or expenses, including, without limitation, attorneys' fees, judgments, fines, witness fees, amounts paid in settlement and other expenses incurred in connection with such Proceeding (collectively, "Damages").

8.02 *Definition of Proceeding.* For purposes of this indemnification provision ("Provision"), "Proceeding" shall mean any actual, pending, threatened or completed action, suit, demand, claim or proceeding, whether civil, criminal, administrative or investigative (including an action by or in the right of member, but excluding an action by or in the right of the corporation)) and whether formal or informal, in which

corporation and/or member is, was or becomes involved by reason of or related to an action and/or activity by member in connection with:

- (a) A member's participation and/or interest in One Calls of America, Inc.; or
- (b) Group Transactions. Subject to all of the other provisions of this article, Group Transaction Member shall indemnify any Non-Group Transaction Member who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding related to the subject of the Group Transaction. Such indemnification shall apply only to a Non-Group Transaction Member and any person who was or is a director or officer of the Non-Group Transaction Member, or who was or is serving at the request of the Non-Group Transaction Member as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. Nothing in this section creates any independent right of indemnity for a member or between members, including any associated persons, that did not opt out of the Group Transaction.

8.03 *Scope.* Indemnifying Member agrees to defend, hold harmless and indemnify corporation and Indemnified Members to the full extent permitted by law for all Proceedings in this Provision.

8.04 *Non-Exclusivity.* The indemnification provided by this Provision shall not be deemed exclusive of any rights to which corporation and/or members may be entitled under any agreement, statute or otherwise.

8.05 *Cooperation.* Corporation and/or Indemnified Members shall give Indemnifying Member such information and cooperation as it may reasonably request and as shall be within corporation and/or Indemnified Member's power, in the event that this Provision is triggered pursuant to subparagraphs (a) and (b) above.

8.06 *Attorney's Fees and Expenses/Costs.* In the event corporation and/or Indemnified Member is required to bring an action against Indemnifying Member for compliance with these bylaws, inclusive of this Provision, Indemnifying Member shall pay all of corporation and/or Indemnified Member's fees and expenses/costs in bringing and pursuing such action (including attorneys' fees at any stage, including on appeal); provided, however, that Indemnifying Member shall not be required to provide such payment for such attorneys' fees or expenses if a court of competent jurisdiction determines that each of the material assertions made by corporation and/or Indemnified Member in such action was not made in good faith.

8.07 *Notification and Defense of Claim.*

- (a) *Notification.* Promptly after receipt by corporation and/or Indemnified Member of notice of any Proceeding, corporation and/or Indemnified Member shall notify Indemnifying Member of such notice; but the omission to so

notify Indemnifying Member will not, however, relieve Indemnifying Member from any liability which it may have to corporation and/or Indemnified Member under these bylaws unless and only to the extent that such omission can be shown to have irreparably prejudiced Indemnifying Member's ability to defend the Proceeding.

(b) *Defense of Claim.* With respect to any such Proceeding as to which corporation and/or Indemnified Member notifies Indemnified Member of the commencement thereof:

- 1) Indemnified Members may participate therein at its own expense;
- 2) Indemnifying Member, jointly with any other party similarly notified, shall assume the defense thereof, with counsel satisfactory to corporation and/or Indemnified Member. After notice from Indemnifying Member to corporation and/or Indemnified Member of its assumption of the defense thereof, Indemnifying Member shall not be liable to corporation and/or Indemnified Members under this Provision for any legal or other expenses (other than reasonable costs of investigation) subsequently incurred by corporation and/or Indemnified Member in connection with the defense thereof unless:
 - a) the employment of counsel by corporation and/or Indemnified Members has been authorized by Indemnifying member,
 - b) corporation and/or Indemnified Members shall have reasonably concluded that there may be a conflict of interest between Indemnifying Member (or any other person or persons included in the joint defense) and corporation and/or Indemnified Member in the conduct of the defense of such action, or
 - c) Indemnifying Member shall not, in fact, have employed counsel to assume the defense of such action, in which case the fees and expenses of corporation and/or Indemnified Member's counsel shall be at Indemnifying Member's expense.

Indemnifying Member shall not be entitled to assume the defense of any Proceeding brought by or on behalf of Indemnifying Member or as to which corporation and/or Indemnified Member shall have reasonably made the conclusion provided for in subsection b) above.

(c) *No Liability of Member Without Consent.* Indemnifying Member shall not be liable to corporation and/or Indemnified Member under these bylaws for any amounts paid in settlement of any Proceeding effected without Indemnifying Member's written consent.

(d) *No Liability of Corporation and/or Member Without Consent.* Indemnifying Member shall not settle any action or claim in any manner that

would impose any penalty or limitation on corporation and/or Indemnified Member without corporation and/or Indemnified Member's written consent; and

(e) *Withholding of Consent.* Neither Indemnifying Member nor corporation and/or Indemnified Member shall unreasonably withhold its consent to any proposed settlement, provided that corporation and/or Indemnified Member may withhold consent to any settlement that does not provide a complete release of corporation and/or Indemnified Member.

8.08 *Severability.* Nothing in this Provision is intended to require or shall be construed as requiring member to do or to fail to do any act in violation of applicable law. Indemnifying Member's inability, pursuant to court order, to perform its obligations under this Provision shall not constitute a breach of these bylaws. This Provision shall be severable from these bylaws and if any portion of these bylaws hereof shall be invalidated on any ground by any court of competent jurisdiction, Indemnifying Member shall nevertheless indemnify or make contribution to corporation and/or Indemnified Members to the full extent permitted by this Provision that has not been invalidated, and the balance of this Provision not so invalidated shall be enforceable in accordance with its terms.

8.09 *Binding Effect; Amendment and Termination.* (a) This Provision shall be binding on corporation and/or Indemnified Members and on Indemnifying Member and their successors, assigns, next of kin, and children, and shall inure to the benefit of corporation and/or Indemnified Member and corporation and/or Indemnified Member's assigns and to the benefit of member and its successors and assigns; and (b) no amendment, modification, termination or cancellation of this Provision shall be effective unless in writing and approved by two-thirds of all members. This Provision shall survive the expiration or termination of these bylaws.

8.10 *Notices.* All notices, claims and other communications hereunder shall be in writing and made by hand delivery, registered or certified mail (postage prepaid, return receipt requested), facsimile or overnight air courier guaranteeing next-day delivery.

ARTICLE IX COMPENSATION

When authorized by the board, a person may be reasonably compensated for services rendered to the corporation as an officer, director, employee, agent, or independent contractor, except as prohibited by these bylaws, as approved by the board of directors.

ARTICLE X FISCAL YEAR

The fiscal year of the corporation shall end on **December 31**.

ARTICLE XI
AMENDMENTS

The board of directors at any regular or special meeting may amend or repeal these bylaws, or adopt new bylaws by vote of a majority of the directors, if notice setting forth the terms of the proposal has been given in accordance with any notice requirement for the meeting of the board.

Adopted on: December 11, 2020

Susan Bohl

Susan Bohl, Secretary






Bylaws - FNCA ver6

Final Audit Report

2021-02-11

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