

**BY-LAWS**  
**OF**  
**DOWN SYNDROME PARENTS GROUP OF WESTERN NEW YORK, INC.**

**ARTICLE I: NAME AND PURPOSES**

Name. The corporation shall be known as Down Syndrome Parents Group of Western New York, Inc.. (the “Corporation”). It is a Type B not-for-profit corporation.

Purposes. The purposes of the Corporation shall be as set forth in the Certificate of Incorporation of the Corporation in force and effect, and as amended from time to time.

Principal Office. The address of the principal office of the Corporation is 547 Englewood Avenue, Kenmore, NY 14223. The Corporation may also have offices at such other places within or without the State of New York as the Corporation may require.

**ARTICLE II: MEMBERSHIP**

Membership. Any individual, corporation, limited liability company, partnership, trust, unincorporated association or other entity in sympathy with the objects and purposes of the Corporation shall be eligible for membership in the Corporation as the Board shall prescribe. Membership shall be effected and evidenced in such manner as the Board may determine.

Membership Classes. The Corporation shall have such membership classes as the Board shall prescribe. Membership classes are as follows:

- 1: Regular Members shall be any person with Down syndrome and/or any member of their family.
- 2: Associate Members shall be any community member who wishes to participate in meetings or events.

Voting Rights of Membership Classes. Except as otherwise set forth herein, the rights of, and limitations upon, the Members of each class shall be set forth by the Board. Only Regular Members in good standing shall have the right to vote. Regular Members in good standing are those who have participated in at least one meeting or event during the past year and who have paid their dues, if required.

Fees and Dues. The Corporation, at the discretion of the Board of Directors, may decide each fiscal year whether to collect nominal fees and dues. Non-payment of established fees and dues may cause the removal of such delinquent Member.

Removal. Any Member may be removed at any time by an affirmative vote of a majority of the Board of Directors at any meeting for conduct detrimental to the interest of the Corporation, including the non-payment of established fees and dues, lack of sympathy with its objectives, or for refusal to render assistance in carrying out its purposes.

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Application for Membership. A person or entity desiring to become a Member shall apply to the Corporation. Membership applications shall be reviewed and approved in the manner established by the Board.

Annual Meeting of Members. An annual meeting of the Members shall be held within six (6) months of the end of the preceding fiscal year, at such time and place as may be designated by the Board, to elect Directors of the Corporation, receive the annual report of the Directors of the Corporation, and transact such other business as may properly come before a meeting of the Members.

Special Meetings. Special meetings of the Members may be called by the Board of Directors of the Corporation, or by Members entitled to cast ten percent (10%) of the total number of votes entitled to be cast at such meeting. Such request shall state the purpose or purposes for which the meeting is to be called. Each special meeting of the Members shall be held at such time and at such place as the Board of Directors of the Corporation or the Members calling the meeting shall determine and the notice of the meeting shall specify.

Notice of Meetings. Written notice of each meeting of the Members shall be given, personally or by mail, not less than ten (10) or more than fifty (50) days before the date of the meeting, to the Members. If mailed, such notice shall be deposited in the United States mail, with first-class postage thereon prepaid, directed to the Members at their addresses as they appear in the Corporation's records. The notice shall state the place, date and time of the meeting. Notice of a special meeting shall also state the purpose or purposes for which the meeting is being called, and indicate that the notice is being issued by or at the direction of the Members calling the meeting. The notice need not refer to the approval of minutes or to other matters normally incident to the conduct of the meeting. Except for such matters, the business which may be transacted at the meeting shall be confined to business which is related to the purpose or purposes set forth in the notice.

Quorum. At any meeting of the Members, the presence of fifty percent (50%) of the Members entitled to cast a vote at such meeting shall constitute a quorum. A quorum once established shall not be broken by the subsequent withdrawal of any Members.

Voting. Unless otherwise provided by law or in these By-laws, an affirmative vote of not less than a majority of the Members voting at a meeting at which a quorum is present shall constitute action by the Corporation.

Written Consent of the Members. Any action that may be taken at a meeting of the Members may be taken without a meeting on written consent of the Members, setting forth the action so taken, signed by all of the members entitled to vote thereon.

Reports. The Board of Directors of the Corporation shall present at each annual meeting of the Members a report, verified by the President and Treasurer or by a majority of the Directors, or certified by an independent public or certified accountant or a firm of such accountants selected by the Board, showing in appropriate detail the following:

the assets and liabilities, including the trust funds, of the Corporation as of the end of a twelve (12) month fiscal period of the Corporation terminating not more than six (6) months prior to said meeting;

the principal changes in assets and liabilities, including trust funds, during said fiscal period;

the revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, during said fiscal period;

the expenses or disbursements of the Corporation, for both general and restricted purposes, during said fiscal period; and

the number of Members of the Corporation as of the date of the report, together with a statement of increase or decrease in such number during said fiscal period, and a statement of the place where the names and places of residence of the current Members may be found.

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 annual meeting at which the report is presented.

### **ARTICLE III: BOARD OF DIRECTORS**

Powers. The Corporation shall be managed by its Board of Directors.

Number and Qualifications. The number of Directors comprising the Board shall be at least three (3) or other appropriate number as shall be fixed by a majority of the Board from time to time. All of the Directors shall be at least eighteen (18) years of age.

Election, Term of Office, and Classes of Directors. Directors shall be elected by the Members at the annual meeting of the Members, to hold office for a term of three (3) years and shall serve until his or her successor has been elected and qualified, except as provided in this Article. For the purpose of staggering the terms, if the Board so prescribes, the Board may be divided into three groups, as follows: (a) one-third (1/3) of the Directors shall hold office for a term of one (1) year until the next annual meeting of the Members; (b) one-third (1/3) of the Directors shall hold office until the second succeeding annual meeting of the Members; and (c) one-third (1/3) of the Directors shall hold office until the third succeeding annual meeting of the Members. If the number of Directors is thereafter changed, any newly created directorship or decrease in directorship shall be so proportioned among the classes as to make all classes as nearly equal in number as possible. Each Director so elected shall take office immediately following the annual meeting of the Members, and shall hold office until the expiration of the term for which he or she is elected and until a successor has been elected and qualified, or until his or her prior resignation or removal. Any Director may be re-elected and there shall be no limitation on the number of terms that a Director may serve on the Board.

Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of Directors and vacancies occurring in the Board for any reason shall be filled as soon as possible by the remaining Directors, whether or not constituting a quorum, until the next annual meeting of the Members. A Director elected to fill a vacancy caused by

resignation, death, disability, or removal shall be elected to hold office for the unexpired term of his or her predecessor, and until his or her successor is elected and qualified.

Removal and Resignation. Any Director may be removed at any time with or without cause by action of the Members. Any Director may be removed for cause by vote of the Directors provided there is a quorum of not less than a majority present at the meeting of Directors at which such action is taken. A Director may resign at any time by giving written notice to the Board. Notice of the resignation shall be given by the Board to the Members. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

Annual Meeting of the Board. The Board of Directors shall hold an annual meeting at such place, date and time in the first six (6) months of each calendar year as the Board of Directors shall designate.

Regular Meetings. Regular meetings of the Board shall be held at any place within or without the State of New York on such dates and at such times as the Board may from time to time determine. No notice need be given of such a regular meeting as determined by the Board.

Special Meetings. Special meetings of the Board may be called by the President, or upon the written demand of not less than one-third (1/3) of the members of the Board.

Notice. The place, date, time, and business to be transacted at or the purpose of any special meeting of the Board shall be specified in the notice of such meeting. Such notice shall be given to each Director by delivering the same to him or her personally or sending the same to him or her by facsimile or other electronic means, if agreed to by the parties, or by leaving the same at his or her residence or usual place of business, at least one (1) day before the meeting, or shall be mailed to each Director, postage prepaid and addressed to him or her at his or her last known address according to the records of the Corporation, at least five (5) days before the meeting. No notice of any adjourned meeting of the Board need be given other than by announcement at the meeting.

Waiver of Notice. Notice of a meeting need not be given to any Director who submits a signed written waiver thereof whether before or after the meeting, nor to any Director who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her.

Quorum and Action by the Board. One-half (1/2) of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than such number is present at a meeting, a majority of Directors present may adjourn the meeting from time to time without further notice. The vote of the majority of the Directors present at a meeting at which such a quorum is present shall constitute the act of the Board, unless the act of a greater number is required by law or by these By-laws. Any designation of members of the Executive Committee and any other standing committees of the Board of Directors shall require the affirmative vote of a majority of the entire Board. Approval of the purchase, sale, mortgage or lease of any real property shall require the affirmative vote of two-thirds (2/3) of the entire Board. However, if there are at least twenty one (21) Directors, approval of the purchase, sale, mortgage or lease of any real property shall require the affirmative vote of a majority of the entire Board.

Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof, at a duly held meeting, may be taken without a meeting if all members of the Board or the committee consent in writing to the adoption of the resolution authorizing the action. Such resolution and the written consent thereto shall be filed with the minutes of the proceedings of the Board or the committee.

Compensation. No Director shall receive any compensation from the Corporation for services performed in his or her official capacity as a Director, but Directors may be reimbursed for reasonable and necessary expenses incurred in the performance of their official duties. Nothing in this section shall prevent compensation to a person for services rendered to the Corporation as an employee or as otherwise engaged by the Corporation.

#### **ARTICLE IV: COMMITTEES**

Executive Committee and Standing Committees. The Board, by resolution adopted by a majority of the Board, may elect or designate from among its members an Executive Committee and other standing committees, each comprised of at least three (3) Directors, as it deems advisable, and each of which, to the extent provided in the resolution, shall have all of the authority of the Board, except that no committee shall have authority as to the following matters:

The submission to the Members of any action requiring the approval of the Members under the provisions of the Not-for-Profit Corporation Law.

The filling of vacancies in the Board or in any committee.

The fixing of compensation of the Directors for serving on the Board or on any committee.

The amendment, repeal, or adoption of a new Certificate of Incorporation or By-laws.

The amendment or repeal of any resolution of the Board which by its terms shall not be so amendable or repealable.

Any reference in these By-laws to the Board shall include the Executive Committee unless the context or express provision otherwise provides.

Special Committees. The Board may create special committees as it may deem desirable. The members of such committees shall be appointed by the President with the consent of the Board. Special committees shall have only the powers specifically delegated to them by the Board and in no case shall they have such powers which are not authorized for standing committees.

Committees of the Corporation. The Board may create committees of the Corporation as it may deem desirable. The members of such committees need not be Directors and shall be appointed by the President with the consent of the Board.

General. Any committee designated by the Board pursuant to this Article of the By-laws, and each of the members and alternate members thereof, shall serve at the pleasure of the Board. The Board may designate one or more alternate members of any such committee, who may replace any absent members or members at any meeting of such committee.

## ARTICLE V: OFFICERS

Officers. The officers of the Corporation shall be a President, one (1) or more Vice Presidents, a Treasurer, a Secretary and such other officers as the Board may determine. Notwithstanding the foregoing, the Board may reduce the offices set forth in this Article. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Election. The officers shall be elected annually at the annual meeting of the Board and shall serve at the pleasure of the Board.

Removal. Any officer of the Corporation may be removed with or without cause at any duly held meeting of the Board without prejudice to his or her contract rights.

Vacancy. A vacancy in any office because of resignation, removal, or any other cause may be filled by the Board for the unexpired term of that office.

President. The Board shall elect a President of the Corporation, who shall serve as the chief executive officer of the Corporation. Generally, he or she shall have the power and duty to exercise general supervision over the operations of the Corporation and shall be the presiding officer at meetings of the Board. The President shall supervise the functions of and appoint committee chairpersons and other members of the committees created pursuant to these By-laws, with the consent of the Board, and perform such other duties as may be prescribed by the Board.

Vice President. The Vice President shall have such powers and duties as may be properly delegated by the President and shall perform such other duties as may be prescribed by the President or the Board.

Secretary. The Secretary shall cause accurate minutes of all meetings of the Corporation and the Board to be prepared and recorded and to see that all notices are duly given in accordance with the provision of these By-laws or as required by law. The Secretary shall be responsible for the custody of corporate records and the Seal of the Corporation and cause the Seal of the Corporation to be affixed to all documents as authorized by the Board. The Secretary shall, when necessary, attest to the official acts of the Board and other officers of the Corporation and shall cause a register of the post office addresses of each director to be maintained. The Secretary shall perform such other duties incident to the office of Secretary as from time to time may be requested by the President or the Board.

Treasurer. The Treasurer shall have charge and custody of, and shall be responsible for, all funds and securities of the Corporation. The Treasurer shall act as the primary liaison between the Board and the Executive Director with regard to financial matters. The Treasurer shall also act as primary liaison between the Board and the independent certified public accountant serving the Corporation. The Treasurer shall develop or cause to be developed such financial reports as are requested by the Board to keep the Directors informed of the financial condition of the Corporation. The Treasurer shall perform all duties incident to the office and such other duties as may from time to time be assigned to him or her by the President or the Board.

Assistant and Subordinate Officers. The Board may elect or appoint one or more Assistant Secretaries, one or more Assistant Treasurers and such other subordinate officers as it may deem

proper from time to time, who shall serve at the pleasure of the Board and perform such duties as may be designated by the Board.

#### **ARTICLE VI: CONFLICTS OF INTERESTS**

Compensation. No part of the net income or net earnings of the Corporation shall inure for the benefit or profit of any private individual. No officer or employee of the Corporation shall receive or be lawfully entitled to receive any pecuniary benefits from the operation thereof except as reasonable compensation for services. No Director of the Corporation shall receive any salary, or other compensation or pecuniary profit of any kind for services as such director, other than reimbursement of actual and necessary expenses incurred in the performance of his or her duties. No Director of the Corporation shall have any rights or interest in or to the property or assets of the Corporation.

#### Contracts or Transactions.

Except as otherwise provided in subsection (c) of this Section 6.2, no Director of the Corporation shall vote, or be counted in determining the quorum for any vote, on any transaction between the Corporation and another corporation, firm, association or other entity in which that Director is an officer or director or has a direct or indirect substantial financial interest. Any such interest shall be disclosed to the other directors of the Corporation and made a matter of record. Such disclosure shall be made by the Director involved or, in his or her absence, by another Director having knowledge of the facts.

For the purposes of this Section 6.2, a Director shall be deemed to have a direct or indirect substantial financial interest in any corporation, firm, association or other entity in which such director, together with his or her parents and spouse and all descendants of his or her parents and spouse, have an aggregate beneficial equity interest of ten (10) percent or more.

Subsection (a) of this Section 6.2 shall not apply, and subsections (d) and (e) of this Section 6.2 shall apply, (i) to any Director of the Corporation who also serves as an unsalaried officer or director of another not-for-profit corporation, which, having received all requisite approvals, exists for the purpose of raising funds for the operation and maintenance of, or to provide administrative, planning and research support services to, the Corporation ("Supporting Corporation") and (ii) with respect to transactions between the Corporation and such Supporting Corporation.

No contract or other transaction (i) between the Corporation and one or more of its Directors or officers, or (ii) between the Corporation and any Supporting Corporation in which one or more of the Corporation's Directors or officers are unsalaried directors or officers, shall be either void or voidable for this reason alone or by reason alone that such Director or Directors or officer or officers are present at the meeting of the Board, or of a committee thereof, which authorizes such contract or transaction, or that his, her or their votes are counted for such purpose, if the material facts as to such Director's or officer's interest in such contract or transaction and as to any such common directorship or officership, are disclosed in good faith or known to the Board or committee, and the Board or committee authorizes such contract or transaction by a vote sufficient for such purpose without counting the vote or votes of such interested director or officer.

With respect to any contract or transaction governed by subsection (d) of this Section 6.2, if good faith disclosure is made or the material facts are known to the Board or committee authorizing such contract or transaction, the contract or transaction may not be avoided by the Corporation for the reasons set forth in subsection (d) of this Subsection 6.2. If there was no such disclosure or knowledge, or if the vote of one or more interested Directors or officers was necessary for the authorization of such contract or transaction at a meeting of the Board or committee at which it was authorized, the Corporation may avoid the contract or transaction unless the party or parties thereto shall establish affirmatively that the contract or transaction was fair and reasonable as to the Corporation at the time it was authorized by the Board or committee. Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes such contract or transaction.

Notwithstanding the provisions of the subsections of this Section 6.2, contracts and other transactions between the Corporation and one or more of its Directors or officers, or between the Corporation and any other corporation, firm, association or other entity in which one or more of its directors or officers are directors or officers or, have a substantial financial interest in such entity, shall at all times be governed by the provisions of Section 715 of Not-for-Profit Corporation Law or any successor statutory provision.

#### **ARTICLE VII: FINANCES**

Execution of Contracts. The Board may authorize officers or agents, on behalf of the Corporation, to enter into any contract or execute and deliver any instrument, and such authority may be general or confined to specific instances but, unless so authorized, no officers or agents shall have any power or authority to bind the Corporation.

Finances. The funds of the Corporation shall be deposited in its name with such banks or trust companies as the Board may from time to time designate. All checks, drafts or other negotiable and non-negotiable instruments of the Corporation shall be signed by such officers or agents as the Board may from time to time designate. No officers or agents alone or with others, shall have the power to make any checks, notes, drafts or other negotiable or non-negotiable instruments in the name of the Corporation or to bind the Corporation thereby, except as provided in this Article.

Loans. No loans shall be contracted on behalf of the Corporation unless specifically authorized by the Board. In addition, no loans, other than through the purchase of bonds, debentures, or similar obligations of the type customarily sold in public offerings, or through ordinary deposit of funds in a bank, shall be made by the Corporation to its Directors or officers, or to any other corporation, firm, association or other entity in which one or more of its Directors or officers are directors or officers or hold a substantial financial interest. Such loan shall be a violation of the duty to the Corporation of the Directors or officers authorizing it or participating in it, but the obligation of the borrower with respect to the loan shall not be affected thereby.

Investment. The Board may contract with any independent investment advisor, investment counsel or manager, or national or insured state bank or trust company to advise it in the investment or reinvestment of funds of the Corporation or to provide security custodial services. The Board is further authorized to pay reasonable compensation for such services. Each contract shall provide that it may be terminated by the Board at any time without penalty. The Board shall be relieved of



all liability for the investment and reinvestment of corporate funds by, and for the other acts or omissions of, persons to whom authority is so delegated or with whom contracts are so made.

Fiscal Year. The fiscal year of the Corporation shall be as the Board may determine.

#### **ARTICLE VIII: INDEMNIFICATION**

Generally. Each person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, "proceeding"), by reason of the fact that he or she or his or her testator or intestate (a) is or was a Director or officer of the Corporation or (b) is or was a Director or officer of the Corporation who serves or served, in any capacity, any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise at the request of the Corporation (hereinafter, "indemnitee"), shall be indemnified and held harmless by the Corporation against all expense, liability and loss, including excise taxes or penalties, judgments, fines, penalties, amounts paid in settlement (provided the Board of Directors shall have given its prior consent to such settlement, which consent shall not be unreasonably withheld by it) and reasonable expenses, including attorneys' fees, suffered or incurred by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a Director or officer and shall inure to the benefit of the indemnitee's heirs and fiduciaries; provided, however, that no indemnification may be made to or on behalf of any Director or officer if his or her 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 otherwise disposed of, or he personally gained in fact a financial profit or other advantage to which he was not legally entitled. Notwithstanding the foregoing, except as contemplated by Section 8.3 of this Article, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

Advancement of Expenses. All expenses reasonably incurred by an indemnitee in connection with a threatened or actual proceeding with respect to which such indemnitee is or may be entitled to indemnification under this Article shall be advanced to him or her or promptly reimbursed by the Corporation in advance of the final disposition of such proceeding, upon receipt of an undertaking by the indemnitee or on the indemnitee's behalf to repay the amount of such advances, if any, as to which the indemnitee is ultimately found not to be entitled to indemnification or, where indemnification is granted, to the extent such advances exceed the indemnification to which the indemnitee is entitled. Such person shall cooperate in good faith with any request by the Corporation that common counsel be used by the parties to an action or proceeding who are similarly situated unless to do so would be inappropriate due to an actual or potential conflict of interest.

Procedure for Indemnification.

Not later than thirty (30) days following final disposition of a proceeding with respect to which the Corporation has received written request by an indemnitee for indemnification pursuant to this Article or with respect to which there has been an advancement of expenses pursuant to Section 8.2 of this Article, if such indemnification has not been ordered by a court, the Board of Directors shall

meet and find whether the indemnitee met the standard of conduct set forth in Section 8.1 of this Article, and, if it finds that the indemnitee did, or to the extent it so finds, shall authorize such indemnification.

Such standard shall be found to have been met unless (i) a judgment or other final adjudication adverse to the indemnitee established that the standard of conduct set forth in Section 8.1 of this Article was not met, or (ii) if the proceeding was disposed of other than by judgment or other final adjudication, the Board of Directors finds in good faith that, if it had been disposed of by judgment or other final adjudication, such judgment or other final adjudication would have been adverse to the indemnitee and would have established that the standard of conduct set forth in Section 8.1 of this Article was not met.

If the Board of Directors fails or is unable to make the determination called for by paragraph (a) of this Section 8.3, or if indemnification is denied, in whole or part, because of an adverse finding by the Board of Directors, or because the Board of Directors believes the expenses for which indemnification is requested to be unreasonable, such action, inaction or inability of the Board of Directors shall in no way affect the right of the indemnitee to make application therefor in any court having jurisdiction thereof. In such action or proceeding, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the issue shall be whether the indemnitee met the standard of conduct set forth in Section 8.1 of this Article, or whether the expenses were reasonable, as the case may be (not whether the finding of the Board of Directors with respect thereto was correct). If the judgment or other final adjudication in such action or proceeding establishes that the indemnitee met the standard set forth in Section 8.1 of this Article, or that the disallowed expenses were reasonable, or to the extent that it does, the Board of Directors shall then find such standard to have been met or the expenses to be reasonable, and shall grant such indemnification, and shall also grant to the indemnitee indemnification of the expenses incurred by him or her in connection with the action or proceeding resulting in the judgment or other final adjudication that such standard of conduct was met, or if pursuant to such court determination such person is entitled to less than the full amount of indemnification denied by the Corporation, the portion of such expenses proportionate to the amount of such indemnification so awarded. Neither the failure of the Board of Directors to have made timely a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in Section 8.1 of this Article, nor an actual determination by the Board of Directors that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct. In any suit brought by the indemnitee to enforce a right to indemnification, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to indemnification, under this Article or otherwise, shall be on the Corporation.

A finding by the Board of Directors pursuant to this Section 8.3 that the standard of conduct set forth in Section 8.1 of this Article has been met shall mean a finding (i) by the Board of Directors acting by a quorum consisting of Directors who are not parties to such proceeding or (ii) if such a quorum is not obtainable, or if obtainable, such a quorum so directs, by the Board of Directors upon the written opinion of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct has been met, or by the Member, upon a finding that such standard of conduct has been met.

Contractual Article. The rights conferred by this Article are contract rights which shall not be abrogated by any amendment or repeal of this Article with respect to events occurring prior to such amendment or repeal and shall, to the fullest extent permitted by law, be retroactive to events occurring prior to the adoption of this Article. No amendment of the Not-for-Profit Corporation Law, insofar as it reduces the permissible extent of the right of indemnification of an indemnitee under this Article, shall be effective as to such person with respect to any event, act or omission occurring or allegedly occurring prior to the effective date of such amendment irrespective of the date of any claim or legal action in respect thereto. This Article shall be binding on any successor to the Corporation, including any corporation or other entity which acquires all or substantially all of the Corporation's assets.

Non-exclusivity. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which any person covered hereby may be entitled other than pursuant to this Article. The Corporation is authorized to enter into agreements with any such person providing rights to indemnification or advancement of expenses in addition to the provisions therefor in this Article, and the Board of Directors are authorized to adopt, in their discretion, resolutions providing any such person with any such rights.

Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article or applicable law.

Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and the advancement of expenses to any employee or agent of the Corporation with the same scope and effect as provided in this Article to Directors and officers of the Corporation.

#### **ARTICLE IX: AMENDMENTS**

Amendments. Any provision of these By-laws may be amended or repealed by the Members and, unless such provision is designated by its terms not amendable or not repealable by the Members, the Board.

#### **ARTICLE X: MISCELLANEOUS PROVISIONS**

Procedure. All meetings of the Board and of any committee thereof shall be conducted in conformity with such policies and procedures adopted by the Board or such committee as the same may be amended from time to time.

Headings. All headings contained in the By-laws are inserted only as a convenience and for reference, and to not define, limit or extend the intent or meaning of any section hereof.

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