

B Y L A W S

of

Harding High School Alumni Association of Oklahoma City

Adopted September 16, 2004

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**BYLAWS
OF
Harding High School Alumni Association of Oklahoma City**

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**BYLAWS
OF
Harding High School Alumni Association of Oklahoma City**
(An Oklahoma Not-for-Profit Corporation)

Article 1: Definitions

1.1 Definitions. Unless the context clearly requires otherwise, in these Bylaws:

1.1.1 "Association" means Harding High School Alumni Association of Oklahoma City.

1.1.2 "Board" means the board of directors of the Association.

1.1.3 "Bylaws" means these bylaws as adopted by the Board and includes amendments subsequently adopted by the Board and approved by the Members.

1.1.4 "Certificate of Incorporation" means the Certificate of Incorporation of the Association as filed with the Secretary of State of the State of Oklahoma and includes all amendments thereto subsequently filed.

1.1.5 "Harding High School" means the former Harding High School operated as a part of the Oklahoma City Public Schools (Independent School District No. 89) and Independent Charter High School at Harding operated by Families for Excellence in Education, Inc. (formerly Parents for a New Middle School Inc).

1.1.6 "Members" means the members of the Association determined pursuant to the Certificate of Incorporation or Article 3 of these Bylaws and such other categories of members as the Board may see fit to add for membership to the Association in the future.

1.1.7 "Section" refers to sections of these Bylaws.

1.2 Offices. The title of an office refers to the person or persons who at any given time perform the duties of that particular office for the Association.

Article 2: Purposes

2.1 General Purpose. The purpose of the Association be as set forth in the Certificate of Incorporation.

2.2 Additional Purposes. Within the limits of the Certificate of Incorporation, the Association shall have these additional purposes:

2.2.1 Quality Education. To support quality education within the Oklahoma City public school district.

2.2.2 Friendships and Traditions. Reestablish and maintain cherished friendships from memorable days at Harding High School and to perpetuate the memories, traditions, spirit, and comradery of schoolmates and faculty.

2.2.2 Support for Harding High School. Provide assistance for maintaining the physical and educational needs of the current and future students and faculty at Harding High School.

2.2.3 Maintain Alumni Communications. Provide for periodic distribution of such publications or other media as may be needed to maintain communication among alumni of Harding High School.

2.2.4 Encourage Reunions. Render assistance to individual classes or groups of classes to promote reunion activities.

2.2.5 Promote Student Activities and Scholarship. Recognize increased participation in worthy activities among students currently attending or recently graduated from Harding High School.

2.2.6 Keeping the Public Informed. Keep the public informed of the history of Harding High School, activities of the Association, and notable achievements of alumni including maintaining a continuing contact with the media.

2.2.7 Remembering Harding High School. Collect, safeguard, and display historical information, trophies, awards and other forms of memorabilia for the benefit of past and future graduates.

Article 3: Qualification of Members

3.1 Members. Members shall be limited to former students and future alumni of Harding High School and present and former faculty of Harding High School and other persons invited by the directors. All Members of the Association must be in good standing as determined by the directors. The initial Members shall be the Incorporators named in the Certificate of Incorporation. Additional Members may be added by a majority vote of directors present. Members may be removed without cause by a two-thirds vote of directors present.

3.2 Dues. Annual dues in a reasonable amount may be required as a condition of membership except that faculty members and others designated by the directors shall be exempt. All directors shall pay dues in the amount of \$50.00 per year.

Article 4: Meetings of Members

4.1 Annual Meetings. The Members of the Association shall hold their annual meetings for the purpose of electing directors for expiring or newly created director positions, if any, and for the transaction of such other proper business as may come before such meetings at such time, date and place as the Board shall determine by resolution.

4.2 Special Meetings. The Board or a committee of the Board duly designated and whose powers and authority include the power to call meetings may call special meetings of the Members of the Association at any time for any purpose or purposes.

4.3 Place of Meetings. The Members shall hold all meetings at such places, within or without the State of Oklahoma, as the Board or a committee of the Board shall specify in the notice or waiver of notice for such meetings.

4.4 Notice of Meetings. Except as otherwise required by law, the Board or a committee of the Board shall give notice of each meeting of Members, whether annual or special, not less than 10 nor more than 60 days before the date of the meeting. An affidavit of the Secretary or an Assistant Secretary of the Association that he or she has given notice shall constitute, in the absence of fraud, prima facie evidence of the facts stated therein.

Every notice of a meeting of the Members shall state the place, date and hour of the meeting and, in the case of a special meeting, also shall state the purpose or purposes of the meeting. Furthermore, if the Association will maintain the list at a place other than where the meeting will take place, every notice of a meeting of the Members shall specify where the Association will maintain the list of Members entitled to vote at the meeting.

4.5 Waiver of Notice. Whenever these Bylaws require written notice, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall constitute the equivalent of notice. Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except when the person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. No written waiver of notice need specify either the business to be transacted at, or the purpose or purposes of any regular or special meeting of the Members, directors or members of a committee of the Board.

4.6 Adjournment of Meeting. When the Members adjourn a meeting to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Members may transact any business which they may have transacted at the original meeting. If the adjournment is for more than 30 days or, if after the adjournment, the Board or a committee of the Board fixes a new record date for the adjourned meeting, the Board or a

committee of the Board shall give notice of the adjourned meeting to each Member entitled to vote at the meeting.

4.7 Quorum. Except as otherwise required by law, the lesser of ten Members or one-third of the Members entitled to vote at the meeting shall constitute a quorum for all purposes at any meeting of the Members. In the absence of a quorum at any meeting or any adjournment thereof, a majority of the Members entitled to vote who are present or, in the absence thereof of all the Members, any officer entitled to preside at, or to act as secretary of, such meeting, may adjourn such meeting to another place, date or time.

4.8 Conduct of Business. The highest ranking officer present at any meeting of Members shall determine the order of business and the procedure at the meeting, including such regulations of the manner of voting and the conduct of discussion as he or she deems in order.

4.9 List of Members. At least 10 days before every meeting of Members, the Secretary shall prepare a list of the Members entitled to vote at the meeting or any adjournment thereof, arranged in alphabetical order, showing the address of each Member. The Association shall make the list available for examination by any Member for any purpose germane to the meeting, either at a place within the city where the meeting will take place or at the place designated in the notice of the meeting.

The Secretary shall produce and keep the list at the meeting during the entire duration of the meeting, and any Member who is present may inspect the list at the meeting. The list shall constitute presumptive proof of the identity of the Members entitled to vote at the meeting.

A determination of Members entitled to vote at any meeting of Members pursuant to this Section shall apply to any adjournment thereof.

4.10 Fixing of Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or in order to make a determination of Members for any other proper purpose, the Board or a committee of the Board may fix in advance a date as the record date for any such determination of Members. However, the Board or a committee of the Board shall not fix such date, in any case, more than 60 days prior to the date of the particular action.

If the Board or a committee of the Board does not fix a record date for the determination of Members entitled to notice of or to vote at a meeting of Members, the date of the mailing of notice shall be the record date for such determination of Members.

4.11 Voting by Members. Each Member shall have one vote. Except as provided herein, a plurality of the votes cast shall determine all elections and, except when the law requires otherwise, a majority of the votes cast shall determine all other matters.

The Members may vote by voice vote on all matters. However, upon demand by a Member entitled to vote, the Members shall vote by ballot. In that event, each ballot shall state the name of the Member voting and such other information as the Association may require under the procedure established for the meeting.

4.12 Consent of Members in Lieu of Meeting. The Members may take any action which they could take at any annual or special meeting without a meeting, prior notice and a vote if the minimum number of Members necessary to authorize or take the action at a meeting at which all Members entitled to vote were present and voted, sign a consent in writing, setting forth the action taken.

The Secretary or an Assistant Secretary shall give prompt notice of the taking of any corporate action without a meeting by less than unanimous consent to the Members who have not consented in writing.

4.13 Proxy Voting. The Members shall not have the power to vote by proxy.

Article 5: Board of Directors

5.1 General Powers. The Board shall manage the property, business and affairs of the Association.

5.2 Number. The number of directors who shall constitute the Board shall equal not less than three nor more than 50, as the Board or Members may determine by resolution from time to time.

5.3 Election of Directors and Term of Office. Three directors shall be elected at the initial organizational meeting of the Members. Commencing with the first annual meeting of the Members, three (3) directors shall be elected from the Members of each graduating class of Harding High School, beginning with the graduating class of 1958 through the graduating class of 1968. Additionally, the combined Members of classes which would have graduated in 1969 and 1970, but were sent to other schools due to the closing of Harding High School may jointly elect three (3) directors and the Members of the current faculty of the Independent Charter High School at Harding may elect one (1) director. Each of the graduating classes of 1958 through 1968, the combined 1969 and 1970 classes and the faculty director shall have one vote. If more than one director from each year including the 1969 and 1970 combined years is present and voting, the directors from each year or combined 1969 and 1970 years shall agree to vote unanimously for each item voted upon. In the event that such directors cannot agree, they will abstain from voting.

Notwithstanding the above, for purposes of the election of officers of the Association, all three (3) directors for each graduating class year, the three (3) directors for the combined 1969 and 1970 classes and the director elected by the faculty shall each cast one (1) vote.

Subject to death, resignation, retirement, removal, or disqualification, each director shall hold office until the end of the term and thereafter until a successor is elected and agrees to serve.

5.4 Resignations. Any director of the Association may resign at any time by giving written notice to the Board or to the Secretary of the Association. Any resignation shall take effect upon receipt or at the time specified in the notice. Unless the notice specifies otherwise, the effectiveness of the resignation shall not depend upon its acceptance.

5.5 Removal. A majority of the Members entitled to vote at an election of directors may remove any director at any time with or without cause.

5.6 Vacancies. A majority of the remaining directors, although less than a quorum, may fill any vacancy in the Board, whether because of death, resignation, disqualification, an increase in the number of directors, or any other cause. Subject to death, resignation, retirement, removal, or disqualification, each director shall hold office until the end of the term and thereafter until a successor is elected and agrees to serve.

5.7 Compensation. Directors shall not receive compensation but the Board may provide for the reimbursement of necessary expenditures.

Article 6: Meetings of Directors

6.1 Regular Meetings. The Board may hold regular meetings at such places, dates and times as the Board shall establish by resolution. If any day fixed for a meeting falls on a legal holiday, the Board shall hold the meeting at the same place and time on the next succeeding business day. The Board need not give notice of regular meetings.

6.2 Place of Meetings. The Board may hold any of its meetings in or out of the State of Oklahoma, at such places as the Board may designate, at such places as the notice or waiver of notice of any such meeting may designate, or at such places as the persons calling the meeting may designate.

6.3 Meetings by Telecommunications. The Board or any committee of the Board may hold meetings by means of conference telephone or similar telecommunications equipment that enable all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting.

6.4 Special Meetings. The President, or one-third of the directors then in office may call a special meeting of the Board. The person or persons authorized to call special meetings of the Board may fix any place, either in or out of the State of Oklahoma as the place for the meeting.

6.5 Notice of Special Meetings. The person or persons calling a special meeting of the Board shall give written notice to each director of the time, place, date and purpose of the meeting of not less than three business days. A director may waive notice of any special meeting, and any meeting shall constitute a legal meeting without notice if all the directors are present or if those not present sign either before or after the meeting a written waiver of notice, a consent to such meeting, or an approval of the minutes of the meeting. A notice or waiver of notice need not specify the purposes of the meeting or the business which the Board will transact at the meeting.

6.6 Waiver by Presence. Except when expressly for the purpose of objecting to the legality of a meeting, a director's presence at a meeting shall constitute a waiver of notice of such meeting.

6.7 Quorum. For purposes of all elections other than the election of officers, seven (7) of the thirteen (13) directors shall constitute a quorum for all purposes at any meeting of the Board. If a meeting has been called for the purpose of election of directors, a simple majority of directors shall be required to constitute a quorum. In the absence of a quorum, a majority of directors present at any meeting may adjourn the meeting to another place, date or time without further notice.

6.8 Conduct of Business. The Board shall transact business in such order and manner as the Board may determine. Except as the law requires otherwise, the Board shall determine all matters by the vote of a majority of the directors present. The directors shall act as a Board, and the individual directors shall have no power as such.

6.9 Action by Consent. The Board or a committee of the Board may take any required or permitted action without a meeting if all members of the Board or committee sign a written consent and file the consent with the minutes of the proceedings of the Board.

Article 7: Committees

7.1 Nominating Committee. The Board or a nominating committee designated by the Board shall nominate one or more candidates for each director position and each officer position to be filled at the annual meetings of Members and directors and include such nominations in the notice of the annual meeting of Members. Any candidate who has not yet agreed to serve shall be indicated in the notice. Such nominations shall not prevent other nominations to be submitted by Members at the meeting of Members or by directors at the meeting of directors.

8.5 Removal of Officers and Agents. The Board may remove any officer or agent it has elected or appointed at any time, with or without cause.

8.6 Resignation of Officers and Agents. Any officer or agent the Board has elected or appointed may resign at any time by giving written notice to the Board, the President, or the Secretary of the Association. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified. Unless otherwise specified in the notice, the Board need not accept the resignation to make it effective.

8.7 President. The President shall be the principal executive officer of the Association and, subject to the Board's control, shall supervise and control all of the business and affairs of the Association. When present, he or she shall sign (with or without the Secretary, an Assistant Secretary, or any other officer or agent of the Association which the Board has authorized) deeds, mortgages, bonds, contracts or other instruments which the Board has authorized an officer or agent of the Association to execute. However, the President shall not sign any instrument which the law, these Bylaws, or the Board expressly require some other officer or agent of the Association to sign and execute. In general, the President shall perform all duties incident to the office of President and such other duties as the Board may prescribe from time to time.

8.8 Vice Presidents. In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice Presidents in the order of their length of service as Vice Presidents, unless the Board determines otherwise, shall perform the duties of the President. When acting as the President, a Vice President shall have all the powers and restrictions of the Presidency. A Vice President shall perform such other duties as the President or the Board may assign to him or her from time to time.

8.9 Secretary. The Secretary shall (a) keep the minutes of the meetings of the Members and of the Board in one or more books for that purpose, (b) give all notices which these Bylaws or the law requires, (c) serve as custodian of the records of the Association, (d) maintain a register of the address of each Member of the Association, and (e) perform all duties which the President or the Board may assign to him or her from time to time.

8.10 Assistant Secretaries. In the absence of the Secretary or in the event of his or her death, inability or refusal to act, the Assistant Secretaries in the order of their length of service as Assistant Secretary, unless the Board determines otherwise, shall perform the duties of the Secretary. When acting as the Secretary, an Assistant Secretary shall have the powers and restrictions of the Secretary. An Assistant Secretary shall perform such other duties as the President, Secretary or Board may assign from time to time.

8.11 Treasurer. The Treasurer shall (a) have responsibility for all funds and securities of the Association, (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, (c) deposit all moneys in the name of the Association in

depositories which the Board selects, and (d) perform all of the duties which the President or the Board may assign to him from time to time.

8.12 Assistant Treasurers. In the absence of the Treasurer or in the event of his death, inability or refusal to act, the Assistant Treasurers in the order of their length of service as Assistant Treasurer, unless the Board determines otherwise, shall perform the duties of the Treasurer. When acting as the Treasurer, an Assistant Treasurer shall have the powers and restrictions of the Treasurer. An Assistant Treasurer shall perform such other duties as the Treasurer, the President, or the Board may assign to him from time to time.

8.13 Delegation of Authority. Notwithstanding any provision of these Bylaws to the contrary, the Board may delegate the powers or duties of any officer to any other officer or agent.

8.14 Vacancies. The Board may fill any vacancy in any office because of death, resignation, removal, disqualification or any other cause in the manner which these Bylaws prescribe for the regular appointment to such office.

Article 9: Contracts, Loans, Drafts, Deposits and Accounts

9.1 Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Association. The Board may make such authorization general or special.

9.2 Loans. Unless the Board has authorized such action, no officer or agent of the Association shall contract for a loan on behalf of the Association or issue any evidence of indebtedness in the Association's name.

9.3 Drafts. The President, any Vice President, the Treasurer, any Assistant Treasurer, and such other persons as the Board shall determine shall issue all checks, drafts and other orders for the payment of money, notes and other evidences of indebtedness issued in the name of or payable by the Association.

9.4 Deposits. The Treasurer shall deposit all funds of the Association not otherwise employed in such banks, trust companies, or other depositories as the Board may select or as any officer, assistant, agent or attorney of the Association to whom the Board has delegated such power may select. For the purpose of deposit and collection for the account of the Association, the President or the Treasurer (or any other officer, assistant, agent or attorney of the Association whom the Board has authorized) may endorse, assign and deliver checks, drafts and other orders for the payment of money payable to the order of the Association.

9.5 General and Special Bank Accounts. The Board may authorize the opening and keeping of general and special bank accounts with such banks, trust companies, or other

depositories as the Board may select or as any officer, assistant, agent or attorney of the Association to whom the Board has delegated such power may select. The Board may make such special rules and regulations with respect to such bank accounts, not inconsistent with the provisions of these Bylaws, as it may deem expedient.

Article 10: Indemnification

10.1 Actions Other Than By or In the Right of the Association. The Association may 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, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Member, director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise or as a member of any committee or similar body, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not create, of itself, a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.2 Actions By or In the Right of the Association. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Member, director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a shareholder, member, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or as a member of any committee or similar body, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, except that the Association shall make no indemnification in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

10.3 Determination of Right of Indemnification. The Association shall not indemnify any person under Section 10.1 or Section 10.2, in the absence of a court order, unless authorized in the specific case upon a determination that the Member, director, officer, employee or agent has met the applicable standard of conduct set forth in Section 10.1 or Section 10.2. One of the following shall make the determination: (a) the Board, by a majority vote of a quorum of directors not a party to the action, suit or proceeding; (b) absent a quorum or at the direction of a quorum of disinterested directors, independent legal counsel, by a written opinion; or (c) the Members.

10.4 Indemnification Against Expenses of Successful Party. Notwithstanding the other provisions of this Article, to the extent that a Member, director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 or Section 10.2 of these Bylaws, or in defense of any claim, issue or matter therein, the Association shall indemnify him or her against expenses (including attorneys' fees) which he or she actually and reasonably has incurred in connection therewith.

10.5 Advance of Expenses. The Association may pay expenses incurred in defending an action or proceeding in advance of the final disposition of such action or proceeding upon delivery to the Board of an undertaking of the indemnitee to repay such amount, if the Association ultimately determines that it should not indemnify him pursuant to the provisions of this Article.

10.6 Other Rights and Remedies. The indemnification provided by this Article shall not be deemed exclusive and is declared expressly to be nonexclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or disinterested directors or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such office. In addition, the indemnification, provided by this Article shall continue as to any person who has ceased to be a Member, director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

10.7 Insurance. Upon resolution passed by the Board, the Association may purchase and maintain insurance on behalf of any person who is or was a Member, director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a member, shareholder, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise or as a member of any committee or similar body, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

10.8 Other Insurance. The Association shall reduce the amount of the indemnification of any person pursuant to the provisions of this Article by the amount which such person collects

as indemnification (a) under any policy of insurance which the Association purchased and maintained on his behalf or (b) from another corporation, partnership, joint venture, trust or other enterprise.

Article 11: Notices

11.1 General. Whenever these Bylaws require notice to any Member, director, officer or agent, such notice shall not be limited to personal notice. A person may give effective notice under these Bylaws in every case by depositing a writing in a post office or letter box in a postpaid, sealed wrapper at the address of the recipient on the books of the Association or by sending a fax to any fax number provided to the person or the Association by the recipient or by sending an electronic message to any electronic message address provided to the person or the Association by the recipient. Unless these Bylaws expressly provide to the contrary, the time when the person sends notice shall constitute the time of the giving of notice.

11.2 Waiver of Notice. Whenever the law or these Bylaws require notice, the person entitled to said notice may waive such notice in writing, either before or after the time stated therein.

Article 12: Miscellaneous

12.1 Facsimile Signatures. In addition to the use of facsimile signatures which these Bylaws specifically authorize, the Association may use such facsimile signatures of any officer or officers, agents or agent, of the Association as the Board or a committee of the Board may authorize.

12.2 Fiscal Year. The Board shall have the authority to fix and change the fiscal year of the Association.

Article 13: Amendments

Subject to the provisions of the Act or the Certificate of Incorporation, these Bylaws may be amended by the Board with approval of the Members after notice to the Members setting forth the proposed amendment.

Adopted by the directors as of September 16, 2004.



[INCORPORATOR #1]



[INCORPORATOR #2]



[INCORPORATOR #3]

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