

BYLAWS
OF
PACIFIC SOCIOLOGICAL ASSOCIATION,
a California nonprofit public benefit corporation

ARTICLE I: GENERAL PROVISIONS

1.1. Name.

The name of this corporation is Pacific Sociological Association (the "**Association**").

1.2. Principal Office.

The Board of Directors (the "**Board**") shall fix the location of the principal executive office of the Association at any place within the State of California.

1.3. Other Offices.

The Board may at any time establish branch or subordinate offices at any place or places within or outside the State of California.

ARTICLE II: OBJECTIVES AND PURPOSES

2.1. Purposes.

The Association is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law of California for public or charitable purposes. The purposes for which the Association was formed are to promote sociological research and the teaching of sociology in the Pacific Region of North America, to mentor the next generation of sociologists, and to carry on other charitable and educational activities associated with the foregoing purposes as allowed by law (the "**Purpose**"). The Association is organized exclusively for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States internal revenue law. Notwithstanding any of the foregoing statements of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of the Association, and the Association shall not carry on any other activities not permitted to be carried on by (i) a corporation exempt from federal income tax under Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States internal revenue law; or (ii) a corporation, contributions to which are deductible under Internal Revenue Code section 170(c)(2) or the corresponding provision of any future United States internal revenue law.

2.2. Construction and Definitions.

Unless the context requires otherwise, the general provision rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws of the Association (these "**Bylaws**"). Without limiting the generality of the preceding sentence, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

ARTICLE III: MEMBERSHIP

3.1. Qualifications, Classes, and Rights.

(a) Qualification and Classes. The Association shall have

(b) two (2) classes of membership, "Regular" (for faculty, professional sociologists, and any other interested persons) and "Student" (for persons who are actively enrolled students at the undergraduate or graduate level at the time they pay annual membership) (each a "**Member**" and collectively the "**Members**"). Any person dedicated to the purposes of the Association and meeting those requirements and subject to the limitations set forth by the Board, from time to time, shall be eligible for membership upon timely payment of such dues and fees as the Board may fix from time to time.

(c) Rights of Members. The Members shall have the right to vote, as set forth in these Bylaws, on the election of directors, on the disposition of all or substantially all of the assets of the Association, on any merger and its principal terms and any amendment of those terms, and on any election to dissolve the Association. In addition, Members shall have all rights afforded members under the California Nonprofit Public Benefit Corporation Law.

3.2. Dues, Fees, Assessments, and Standing.

(a) Dues, Fees and Assessments. Each Member must pay, within the time and on the conditions set by the Board, the dues, fees, and assessments in amounts to be fixed from time to time by the Board. Notwithstanding the foregoing, dues, fees, and assessments may be changed at any time and with notice by the Board.

(b) Good Standing. Those Members who have timely paid the required dues, fees and assessments in accordance with these Bylaws and who are not suspended shall be a Member in good standing. Membership shall begin on the date that membership dues are paid and end on the final day of each calendar year.

3.3. Termination and Suspension of Membership.

(a) Termination of Membership. A Member's membership with the Association shall terminate automatically upon occurrence of any of the following events:

(1) Resignation of such Member;

- (2) Such Member's death (in the event that such Member is an individual);
- (3) Expiration of the period of membership, unless such membership is timely renewed on the renewal terms fixed by the Board;
- (4) Such Member's failure to pay dues, fees or assessments as set by the Board within thirty (30) days after such dues, fees or assessments are due and payable;
- (5) Any event that renders such Member ineligible for membership, or failure to satisfy membership qualifications; or
- (6) The failure of Suspended Member (as defined in Section 3.3(c) below), prior to the end of the time period set forth in Section 3.3(c)(4) below, to (i) meet the conditions for reinstatement set forth in Section 3.3(d) below; or (ii) initiate an action challenging its suspension.

(b) Suspension of Membership. A Member's membership with the Association may be suspended by the Board in its sole discretion based on the good faith determination by the Board, or a committee or person authorized by the Board to make such a determination, that a Member has:

- (1) defaulted, violated or failed to observe, to a material and serious degree, any of the Association's rules and regulations set forth in these Bylaws or adopted or subsequently adopted pursuant to Section, and thereafter failed to cure or correct such default or violation within ten (10) business days following written notice thereof from the Association; or
- (2) engaged in conduct materially and seriously prejudicial to the Association's Purpose and interests of the Association.

Upon and during suspension of a Member's membership with the Association, such Member shall not be permitted to vote and there shall be no delivery or provision of reports and studies, or any other tangible or intangible product created by the Association for the benefit of its Members, to such Member until such time that such Member's membership with the Association has been reinstatement.

(c) Procedure for Suspension. If grounds appear to exist for suspension of a Member's membership with the Association (the "**Suspended Member**") pursuant to Section 3.3(a) above, the procedure set forth in this Section 3.3(c) shall be followed.

- (1) The Suspended Member shall be given at least fifteen (15) days' prior notice of the proposed suspension and the reasons for the proposed suspension. Notice shall be given by any method reasonably calculated to provide actual notice and shall be deemed adequate if given by electronic transmission delivered by facsimile or electronic mail when directed to the Suspended Member's facsimile number or electronic mail address, respectively, on record with the Association, or certified or registered mail, return receipt requested, to the Suspended Member's last address as shown on the Association's records.

(2) The Suspended Member shall be given an opportunity to be heard, either orally or in writing, at least five (5) days before the effective date of the proposed suspension. A hearing shall be held, or the written statement considered, by the Board to determine whether the suspension should take place.

(3) The Board shall decide whether or not the Suspended Member should be suspended and the terms and conditions of reinstatement and shall cause a record of such suspension and terms and conditions of reinstatement to be entered into the records of the Association. The decision of the Board shall be final and binding on all Members; provided, however, the Suspended Member shall not be suspended if prior to the date of the proposed suspension, the Suspended Member corrects or cures the reasons for the proposed suspension.

(4) Any action challenging a suspension, including a claim alleging defective notice, must be commenced within two (2) months after the date of the commencement of the suspension.

(5) The Association may disclose to any person inquiring about a Suspended Member, the existence of any suspension of the Suspended Member and the terms and conditions of reinstatement thereof.

(d) Reinstatement. All of the rights and privileges pertaining to the Suspended Member shall be reinstated promptly upon compliance, prior to forfeiture of the Suspended Member's membership in the Association, with the terms and conditions of reinstatement thereof as established by the Board, which shall include:

(1) Correction, at the sole cost and expense of the Suspended Member, of any breaches or violations of these Bylaws and the rules and regulations adopted pursuant hereto with respect to the Suspended Member which were specified as a basis for the suspension;

(2) Payment to the Association of all fees, charges and assessments fixed by the Board pertaining to the Suspended Member (including without limitation any assessments and fees, if any, which may have been assessed or otherwise charged subsequent to the date of suspension), together with interest thereon until paid at the rate of 10% per annum; and

(3) The reimbursement to the Association of all actual out-of-pocket costs incurred by the Association in connection with the enforcement of these Bylaws and the rules and regulations adopted pursuant hereto which were specified as a basis for the suspension.

3.4. Transfer of Membership.

Membership in the Association is not transferable. Any transfer or attempted transfer of a Member's membership in the Association shall be null and void *ab initio*.

3.5. Meetings of Members.

(a) Annual Meeting. A general meeting of the Members shall be held at least annually at such time and place, and on such notice, if any, as the Board may determine. Any

proper business may be transacted at such annual meeting. All other meetings of the Member shall be as determined by the Board, however subject to all notice requirements set forth herein.

(b) Location and Electronic Meetings.

(1) Meetings of the Members shall be held at any place within or outside California designated by the Board. In the absence of any such designation, meetings of Members shall be held at the Association's principal office. The Board may authorize Members who are not present in person to participate by electronic transmission or electronic video communication.

(2) If authorized by the Board in its sole discretion, and subject to the requirements of consent in California Corporations Code §20(b) and guidelines and procedures the Board may adopt, Members not physically present in person (or, if proxies are allowed, by proxy) at a meeting of the Members may, by electronic transmission by and to the Association or by electronic video screen communication, participate in a meeting of the Members, be deemed present in person (or, if proxies are allowed, by proxy), and vote at a meeting of the Members whether that meeting is to be held at a designated place or in whole or in part by means of electronic transmission by and to the Association or by electronic video screen communication, subject to the requirements of these Bylaws.

(c) Special Meetings.

(1) The Board or the chair of the Board, if any, or the President, or five percent (5%) or more of the Members, may call a special meeting of the Members for any lawful purpose at any time.

(2) A special meeting called by any person entitled to call a meeting of the Members shall be called by written request, specifying the general nature of the business proposed to be transacted, and addressed to the attention of and submitted to the chair of the Board, if any, or the President or any Vice President or the Secretary of the Association. The officer receiving the request shall cause notice to be given promptly to the all of the Members, stating that a meeting will be held at a specified time and date fixed by the Board; provided, however, the meeting date shall be at least thirty-five (35) but no more than ninety (90) days after receipt of the request. If the notice is not given within twenty (20) days after the request is received, the person or persons requesting the meeting may give the notice. Nothing in this Section 3.5(c)(2) shall be construed as limiting, fixing, or affecting the time at which a meeting of Members may be held when the meeting is called by the Board.

(3) No business, other than the business that was set forth in the notice of a special meeting, may be transacted at such special meeting.

(d) Notice.

(1) Whenever Members are required or permitted to take any action at a meeting, a written notice of the meeting shall be given, pursuant to this Section 3.5(d), to each Member entitled to vote at that meeting. The notice shall specify the place, date, and hour of the meeting, and the means of electronic transmission by and to the Association or electronic video

screen communication, if any, by which the Members may participate in the meeting. For the annual meeting, the notice shall state the matters that the Board, at the time notice is given, intends to present for action by the Members. For a special meeting, the notice shall state the general nature of the business to be transacted and shall state that no other business may be transacted. The notice of any meeting at which directors are to be elected shall include the names of all persons who are nominees when notice is given.

(2) Notice of any meeting of Members shall be in writing and shall be given at least ten (10) but no more than ninety (90) days before the meeting date. The notice shall be given either personally, by electronic transmission (Subject to Section 3.5(b)(2) above) by the Association, or by first-class, registered, or certified mail, or by other means of written communication, charges prepaid, and shall be addressed to each Member entitled to vote, at the address of that Member as it appears on the books of the Association or at the address given by the Member to the Association for purposes of notice. If no address appears on the Association's books and no address has been so given, notice shall be deemed to have been given if either (i) notice is sent to that Member by first-class mail or facsimile or other written communication to the Association's principal office; or (ii) notice is published at least once in a newspaper of general circulation in the county in which the principal office is located.

(3) Notice given by electronic transmission by the Association shall be valid only if: (i) Delivered by (a) facsimile or electronic mail when directed to the facsimile number or electronic mail address, respectively, for that recipient on record with the Association; (b) posting on an electronic message board or network that the Association has designated for those communications, together with a separate notice to the recipient of the posting, which transmission shall be validly delivered on the later of the posting or delivery of the separate notice of it; or (c) other means of electronic communication; (ii) delivered to a recipient who has provided an unrevoked consent to the use of those means of transmission for communications; and (iii) such electronic transmission creates a record that is capable of retention, retrieval, and review, and that may thereafter be rendered into clearly legible tangible form.

(4) Notwithstanding Sections 3.5(d)(2) and 3.5(d)(3) above, an electronic transmission by the Association to a Member is not authorized unless, in addition to satisfying the requirements of this Section 3.5(d), the consent to the transmission has been preceded by or includes a clear written statement to the recipient as to (i) any right of the recipient to have the record provided or made available on paper in nonelectronic form; (ii) whether the consent applies only to that transmission, to specified categories of communications, or to all communications from the Association, and (iii) the procedures the recipient must use to withdraw consent.

(5) Notice shall not be given by electronic transmission by the Association after either of the following: (i) the Association is unable to deliver two (2) consecutive notices to the recipient by that means; or (ii) the inability so to deliver the notices to the recipient becomes known to the Secretary or any other person responsible for the giving of the notice.

(6) An affidavit of the mailing of any notice of any Members' meeting, or of the giving of such notice by other means, may be executed by the Secretary or any transfer

agent of the Association, and if so executed, shall be filed and maintained in the Association's minute book..

(e) Notice of Certain Agenda Items. Approval by the Members of any of the following proposals, other than by unanimous approval by those entitled to vote, is valid only if the notice or written waiver of notice states the general nature of the proposal or proposals:

- (1) Removing a director without cause;
- (2) Filling vacancies on the Board;
- (3) Amending the Articles; or
- (4) Electing to wind up and dissolve the Association.

(f) Quorum. Fifteen percent (15%) of the voting power shall constitute a quorum for the transaction of business at any meeting of the Members; provided, however, if the attendance at any general or annual meeting, whether in person or by proxy, is less than one-third (1/3) of the voting power, the Members may vote only on matters as to which notice of the general nature was given under Section 3.5(d)(1) above. Except as otherwise required by law, the articles of incorporation, or these Bylaws, the Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, even if enough Members have withdrawn to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

3.6. Voting.

(a) Eligibility to Vote. Subject to the California Nonprofit Public Benefit Corporation Law, Members in good standing on the record date as determined under 3.2(a) above shall be entitled to vote at any meeting of Members.

(b) Manner of Voting. Voting may be by voice or by ballot, except that any election of directors and officers must be by ballot.

(c) Number of Votes. Each Member, entitled to vote, may cast one vote on each matter submitted to a vote of the Members.

(d) Majority Approval. If a quorum is present, the affirmative vote of a majority of the voting power represented at the meeting, entitled to vote and voting on any matter, shall be deemed the act of the Members.

(e) Waiver of Notice or Consent. The transactions of any meeting of Members, however called or noticed and wherever held, shall be as valid as though taken at a meeting duly held after standard call and notice, if (i) a quorum is present either in person or by proxy, and (ii) either before or after the meeting, each Member entitled to vote, not present in person or by proxy, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice, consent, or approval need not specify either the business to be transacted or the purpose of the meeting except that, if action is

taken or proposed to be taken for approval of any matter specified in Section 3.5(e) above, the waiver of notice, consent, or approval shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A Member's attendance at a meeting shall also constitute a waiver of notice of and presence at that meeting unless such Member objects at the beginning of the meeting to the transaction of any business because the meeting was not lawfully called or convened. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters required to be included in the notice of the meeting but not so included, if that objection is expressly made at the meeting.

3.7. Actions without Meetings.

(a) Action by Written Ballot. Any action which Members may take at any meeting of Members, may also be taken without a meeting by complying with Sections 3.7(a)(1), 3.7(a)(2), 3.7(a)(3), 3.7(a)(4), and 3.7(a)(5) below.

(1) The Association shall distribute one written ballot to each Member entitled to vote on the matter. The ballot and any related material may be sent by electronic transmission by the Association, and responses may be returned to the Association by electronic transmission that meets the requirements of Section 3.5(b)(2) above. All solicitations of votes by written ballot shall (i) state the number of responses needed to meet the quorum requirement; (ii) state, with respect to ballots other than for election of directors, the percentage of approvals necessary to pass the measure or measures; and (iii) specify the time by which the ballot must be received in order to be counted. Each ballot so distributed shall (x) set forth the proposed action; (y) give the Members an opportunity to specify approval or disapproval of each proposal; and (z) provide a reasonable time in which to return the ballot to the Association.

(2) If the Association has one hundred (100) or more Members, any written ballot distributed to ten (10) or more Members shall provide that, subject to reasonable specified conditions, if the person solicited specifies a choice in any such matter, the vote shall be cast according to that specification.

(3) Approval by written ballot shall be valid only when (i) the number of votes cast by ballot (including ballots that are marked "withhold" or otherwise indicate that authority to vote is withheld) within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action; and (ii) the number of approvals equals or exceeds the number of votes that would be required for approval at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot without a meeting.

(4) A written ballot may not be revoked.

(5) All written ballots shall be filed with the Secretary of the Association and maintained in the corporate records for at least five (5) years.

3.8. Record Date for Notice, Voting, Written Ballots, and Other Board Actions.

(a) Record Date. For purposes of establishing the Members entitled to receive notice of any meeting, entitled to vote at any meeting, entitled to vote by written ballot, or

entitled to exercise any rights in any lawful action, the Board may, in advance, fix a record date. The record date so fixed for:

(1) Sending notice of a meeting shall be no more than ninety (90) nor less than ten (10) days before the date of such meeting;

(2) Voting at a meeting shall be no more than sixty (60) days before the date of such meeting;

(3) Voting by written ballot shall be no more than sixty (60) days before the day on which the first written ballot is mailed or solicited; and

(4) Taking any other action shall be no more than sixty (60) days before that action.

(b) Record Date for Actions Not Set by the Board. If not otherwise fixed by the Board, the record date for determining Members entitled to exercise any rights with respect to any other lawful action shall be the date on which the Board adopts the resolution relating to that action, or the sixtieth (60th) day before the date of that action, whichever is later.

3.9. Proxies.

Voting by proxy is not authorized.

3.10. Adjournment; Notice.

Any Members' meeting, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the Members represented at the meeting, either in person or by proxy. No meeting may be adjourned for more than forty-five (45) days. When a Members' meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place to which the meeting is adjourned (or the means of electronic transmission by and to the Association or electronic video screen communication, if any, by which members may participate) are announced at the meeting at which adjournment is taken. If after adjournment a new record date is fixed for notice or voting, a notice of the adjourned meeting shall be given to each Member who, on the record date for notice of the meeting, is entitled to vote at the meeting. At the adjourned meeting, the Association may transact any business that might have been transacted at the original meeting.

ARTICLE IV: BOARD OF DIRECTORS

4.1. General and Specific Powers of Board.

(a) General Powers. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law, and any other applicable laws, and subject to any limitations of the Association's Articles of Incorporation (the "**Articles**"), or other limitations contained herein, the Association's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board.

(b) Specific Powers. Without prejudice to the general powers set forth in Section 4.1(a) above, but subject to the same limitations, the Board shall have the power to:

(1) Appoint and remove, at the pleasure of the Board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the Articles, and these Bylaws; fix their compensation; and require from them security for faithful service.

(2) Change the principal office or the principal business office in California from one location to another; cause the Association to be qualified to conduct its activities in any other state, territory, dependency, or country; and conduct its activities in or outside California.

(3) To make disbursements from the funds and properties of the Association as are required to fulfill the Purposes and generally and to make rules and regulations not inconsistent with law, with the Articles, or with these Bylaws, as they may deem best.

(4) Borrow money and incur indebtedness on the Association's behalf and cause to be executed and delivered for the Association's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

4.2. Number of and Qualifications for Directors.

(a) Number, and Qualifications and Term of office.

(1) The Board shall consist of at least seven (7) but no more than thirteen (13) directors unless changed by amendment to these Bylaws. The Board shall consist of at least six (6) members who are faculty or professional sociologists (collectively, the "**Professional Directors**"), and at least one (1) director who is a graduate student (collectively, the "**Student Directors**"); provided, however, the exact number of directors shall be fixed, within the foregoing limits, by a resolution adopted by the Board.

(2) At least one Professional Director shall be elected from each geographical region of the Association (collectively, the "**Regional Directors**"), such regions being, initially, northern, central, and southern; provided, however, the exact number of regions and areas encompassing such regions, shall be fixed by a resolution adopted by the Board. Each Regional Director's term of office shall be two (2) years, staggered among the Regional Directors such that each year there are three (3) new Regional Directors elected and three (3) incumbent Regional Directors, for a total of six (6) Regional Directors on the Board. The remaining Professional Directors shall be elected, each for two (2) year terms, from the Association's membership at large; provided however, if a Professional Director concurrently holds one or more of the officer-elect roles as described in Section 5.1 below, then such Professional Director shall be elected for a one (1) year term or until such Professional Director becomes an officer pursuant to Section 5.2 below.

(3) One Student Director shall be elected from the geographical region where the Association's annual conference will occur during such Student Director's term. Each Student Director shall be elected for a one (1) year term.

(4) All members of the Board shall have an expressed interest in the charitable purposes of the Association.

(5) Board members shall commit to attending all regular board meetings held at the annual conferences during their term of service (or make arrangements for electronic participation), and be members in good standing for their entire term of service.

(b) Restrictions on Interested Persons. No more than forty-nine percent (49%) of the persons serving on the Board may be Interested Persons. An "**Interested Person**" is (i) any person compensated by the Association for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (ii) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Association.

4.3. Election and Removal of Directors.

(a) Election. All directors shall be elected annually by the Members by written ballot. Each such director, including a director elected to fill a vacancy, shall hold office until expiration of the term for which designated and until a successor has been elected and qualified. A director may not also serve concurrently as an officer of the Association.

(b) Removal.

(1) Directors may be removed, with or without cause, by the vote of a majority of the Members at any special meeting, noticed and conducted pursuant to Section 3.5(c) above, at which a quorum is present.

(2) Any director may be removed for cause by the vote of the majority of the Board at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting is given as provided in Section 4.5 below. Any vacancy caused by the removal of a director shall be filled as provided in Section 4.4 below. In the event of a complaint against a director that could potentially lead to removal of that director, the President (or the Vice President in the event of a complaint against the President) shall cause a prompt, neutral investigation to be conducted as to the allegations raised in the complaint. The President (or Vice President) shall confer with the Board (excluding the director at issue) to determine the appropriate party or parties to conduct the investigation. The results of any such investigation shall be reported to the Board, taking care to respect the privacy of the individuals involved. Nothing in this provision shall be deemed to interfere with any mandated reporting obligations, or the right of any employee or participant to pursue a complaint through an administrative agency.

4.4. Vacancies on Board.

(a) Events Causing Vacancies on Board. A vacancy or vacancies on the Board shall occur in the event of: (i) expiration of a current term of office; (ii) the death, removal, or resignation of any director; (iii) the declaration by resolution of the Board of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by a final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (iv) the declaration by resolution of the Board of a vacancy in the office of a director who has been absent from three (3) regular meetings of the Board within a twelve (12) month period; (v) the failure of the Members in any election to elect the full number of directors authorized; or (vi) the increase of the authorized number of directors.

(b) Resignation of Directors. Except as provided below, any director may resign by giving written notice to the President or the Secretary of the Association. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board may elect a successor to take office as of the date when the resignation becomes effective.

(c) Filling Vacancies on the Board. Vacancies on the Board may be filled by approval of the Board or, if the number of directors then in office is less than a quorum, by (i) the unanimous written consent of the directors then in office; (ii) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with California Nonprofit Public Benefit Corporation Law Section 5211; or (iii) a sole remaining director.

(d) No Vacancy on Reduction on Number of Directors. Any reduction of the authorized number of directors shall not result in any director being removed before such director's term of office expires.

4.5. Meetings of Board.

(a) Place of Board Meetings. Meetings of the Board shall be held at any place as designated by resolution of the Board or in the notice of the meeting or, if not so designated, at the principal office of the Association.

(b) Meetings by Telephone or Other Telecommunications Equipment. Any meeting of the Board may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section 4.5(b) shall constitute presence in person at the meeting if all of the following apply:

(1) Each director participating in the meeting can communicate concurrently with all other directors;

(2) Each director is provided the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the Association; and

(3) The Board has adopted and implemented a means of verifying both of the following:

(i) A person participating in the meeting is a director or other person entitled to participate in the Board meeting; and

(ii) All actions of or votes by the Board are taken or cast only by the directors and not by persons who are not directors.

(c) Annual or Other Meetings.

(1) The Board shall conduct at least two (2) regular meetings during each calendar year and shall annually set the time and place of such regular meetings to be held during such year. The Secretary or the Secretary's designee shall cause to be delivered notice of the time and place of Board meetings to each director at least seven (7) but no more than ninety (90) days before the meeting date. Such notice shall be given either personally, by electronic transmission by the Association, or by first-class, registered, or certified mail, or by other means of written communication, charges prepaid, and shall be addressed to each Board member, at the address of such member as it appears on the books of the Association or at the address given by such member to the Association for purposes of notice. If no address appears on the Association's books and no address has been so given, notice shall be deemed to have been given if either (i) notice is sent to such member by first-class mail or facsimile or other written communication to the Association's principal office; or (ii) notice is published at least once in a newspaper of general circulation in the county in which the principal office is located.

(2) Other general meetings of the Board may be held without notice at such times and places as the Board may fix from time to time.

(d) Special Meetings.

(1) Authority to Call Special Meetings. Special meetings of the Board for any purpose may be called at any time by the chairman of the Board, if any, the President or any Vice President, the Secretary, or any two directors.

(2) Notice of Special Meetings. Notice of the time and place of special meetings shall be given to each director by (i) personal delivery of written notice; (ii) first class mail, postage prepaid; (iii) telephone, including a voice messaging system or other system or technology designed to record and communicate message, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (iv) facsimile; (v) electronic mail; or (vii) other electronic means. All such notices shall be given or sent to the director's address or telephone number as shown on the Association's records.

Notices sent by first class mail shall be deposited in the United States mails at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic mail shall be delivered, telephoned or sent, respectively, at least forty-eight (48) hours before the time set for the meeting. Such notice shall state the time of the meeting and the place,

if the place is other than the Association's principal office. Such notice need not specify the purpose of the meeting.

(e) Quorum. A majority of the authorized number of directors shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the Board, subject to the more stringent provisions of the California Nonprofit Public Benefit Corporation Law, including, without limitation, those provisions relating to: (i) approval of contracts or transactions in which a director has a direct or indirect material financial interest; (ii) approval of certain transactions between corporations having common directorships; (iii) creation of and appointments to committees of the Board; and (iv) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some directors from that meeting, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

(f) Waiver of Notice. Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and who, before or at the beginning of the meeting, does not protest the lack of notice.

(g) Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

(h) Notice of Adjourned Meeting. Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

4.6. Action Without a Meeting.

Any action that the Board is required or permitted to take may be taken without a meeting if all directors consent in writing to the action. Such action by written consent shall have the same force and effect as any other validly approved Board action. All such consents shall be filed with the minutes of the proceedings of the Board.

4.7. Compensation and Reimbursement.

Directors may receive such compensation, if any, for their services, as director or officers, and such reimbursement of expenses, as the Board may establish by resolution to be just and reasonable as to the Association at the time that the resolution is adopted.

4.8. Committees.

(a) Creation and Power of Committees. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, including an executive committee, each consisting of two or more directors with no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board shall be by a majority vote of the directors then in office. The Board may appoint one or more directors as alternate directors of any such committee, who may replace any absent director at any committee meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board resolution, except that no committee may:

- (1) Fill vacancies on the Board or any committee of the Board;
- (2) Fix compensation of the directors for serving on the Board or on any committee;
- (3) Amend or repeal these Bylaws or adopt new bylaws;
- (4) Amend or repeal any resolution of the Board that by its express terms is not so amendable or repealable; or
- (5) Create any other committees of the Board or appoint members of committees of the Board.

(b) Meetings and Action of Committees. Meetings and actions of committees of the Board shall be governed by, held, and taken under the provisions of these Bylaws concerning meetings and other Board actions, except that the time for general meetings of such committees and the calling of special meetings of any such committees may be set either by Board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The Board may adopt rules for the governance of any committees so long as the rules are consistent with these Bylaws. If the Board has not adopted rules, the committee may do so.

(c) Advisory Committees. From time to time, the Association may have advisory committees, such as the Nominations Committee, Committee on Committees, and Publications Committee, that do not serve at the pleasure of the Board and shall not be considered committees of the Board as described in Section 4.8 above. While such advisory committees may provide recommendations to the Board and Members on various matters, including the nomination of officers and directors, they do not have the authority to vote or make decisions for the Association.

ARTICLE V: OFFICERS

5.1. Offices Held.

The officers of the Association shall be a President, a Vice President, a Secretary, and a Chief Financial Officer (CFO). The Association, at the Board's discretion, may also have, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be

appointed pursuant to Section 5.3 below. Multiple offices may not be held by the same person. Prior to assuming the position of President, Vice President, Secretary or Chief Financial Officer, an officer may serve in the role of President-Elect, Vice President-Elect Secretary-Elect, or CFO-Elect, respectively. After serving in the position of President and Vice President, an officer may serve in the role of Past-President and Past-Vice President, respectively. The roles of President-Elect, Past-President, Vice President-Elect, Past-Vice President, Secretary-Elect, and CFO-Elect are for shadowing purposes only and are not officer positions of the Association. The President-Elect, Past-President, Vice President-Elect, Past-Vice President, Secretary-Elect, and CFO-Elect may serve as directors on the Board for one (1) year terms or until they become officers, if applicable, pursuant to Section 5.2 below.

5.2. Election of Officers and Term of Office.

The officers of the Association, except for any appointed under Section 5.3 below, shall be elected annually by the Members by written ballot, and notwithstanding the terms of office set forth herein, the officers shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract. Each officer's term of office, except for any appointed under Section 5.3 below, shall be for one (1) year except for the Chief Financial Officer (CFO) which shall be for two (2) years. Each officer, including an officer elected to fill a vacancy, shall hold office until the expiration of the term for which such officer was elected and until a successor has been elected.

5.3. Appointment of Other Officers.

The Board may appoint and authorize the President or another officer to appoint any other officers that the Association may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in these Bylaws or established by the Board.

5.4. Removal of Officers.

Without prejudice to the rights of any officer under an employment contract, the Board may remove any officer with cause. In addition, an officer who was appointed pursuant to Section 5.3 above may be removed by any other officer on whom the Board confers the power of removal.

5.5. Resignation of Officers.

Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the Association under any contract to which the officer is a party.

5.6. Vacancies in Office.

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

5.7. Responsibilities of Officers.

(a) President. Subject to control of the Board, the President shall be the general manager of the Association and shall supervise, direct, and control the Association's activities, affairs, and officers. The President shall preside at all Board meetings. The President shall have such other powers and duties as the Board or these Bylaws may require.

(b) Vice President. If the President is absent or disabled, the Vice President, if any, in order of their rank as fixed by the Board, or, if not ranked, a vice President designated by the Board, shall perform all duties of the President. When so acting, a Vice President shall have all powers of and be subject to all restrictions on the President. The Vice President shall have all such other powers and perform such other duties as the Board or these Bylaws may require.

(c) Secretary. The Secretary shall keep or cause to be kept, at the Association's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; and the names of persons present at the Board and committee meetings. The Secretary will collaborate with other officers to develop agendas for Board and membership meetings.

The Secretary shall keep or cause to be kept at the principal California office, a copy of the Articles and these Bylaws, as amended to date.

The Secretary shall give or cause to be given, notice of all meetings of the Board, and of committees of the Board that these Bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board or these Bylaws may require.

(d) Chief Financial Officer (Treasurer). The Chief Financial Officer, who shall be referred to as the Treasurer, shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Association's properties and transactions. The Treasurer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times.

The Treasurer shall: (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Association with such depositories as the Board may designate; (ii) disburse the Association's funds as the Board may order; (iii) render to the President and the Board, when requested, an account of all transactions as Treasurer and of the

financial condition of the Association; and (iv) have such other powers and perform such other duties as the Board or these Bylaws may require.

If required by the Board, the Treasurer shall give the Association a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of the office and for restoration to the Association of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer upon the Treasurer's death, resignation, retirement or removal from office.

ARTICLE VI: CONTRACTS WITH DIRECTORS AND OFFICERS

No director of the Association nor any other corporation, firm, association, or other entity in which one or more of the Association's directors are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with the Association unless (i) the material facts regarding such director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and noted in the minutes prior to the Board's consideration of such contract or transaction; (ii) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the votes of the interested directors; (iii) before authorizing or approving the transaction, the Board considers and in good faith decides after reasonable investigation that the Association could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (iv) the Association for its own benefit enters into the transaction, which is fair and reasonable to the Association at the time the transaction is entered into.

This Article VI does not apply to a transaction that is part of an educational or charitable program of the Association if it (i) is approved or authorized by the Association in good faith and without unjustified favoritism; and (ii) results in a benefit to one or more directors or their families because they are in the class of persons intended to be benefited by the educational or charitable program of the Association.

ARTICLE VII: LOANS TO DIRECTORS AND OFFICERS

The Association shall not lend any money or property to, or guaranty the obligation of, any director or officer of the Association or of its parent, affiliate, or subsidiary, unless (i) the Board decides that the loan or guaranty may reasonably be expected to benefit the Association; and (ii) before consummating the transaction or any part of it, the loan or guaranty is approved by the vote of a majority of the directors then in office, without counting the vote of the director who is to receive the loan or guaranty.

ARTICLE VIII: INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

8.1. Definitions.

For the purpose of this Article VIII,

(a) "Agent" means any person who is or was a director, officer, employee, executive director or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee, executive director or agent of a foreign or domestic corporation that was a predecessor corporation of the Association or of another enterprise at the request of the predecessor corporation;

(b) "Proceeding" means any threatened, pending or completed action or proceeding, whether civil, administrative or investigative; and

(c) "Expenses" includes, without limitation, all attorney's fees, costs and any other expenses actually and reasonably incurred by Agent in the defense of any claims or Proceedings, by reason of such Agent's position or relationship as Agent, and all attorneys' fees, costs and other expenses incurred in establishing a right to indemnification under this Article VIII.

8.2. Successful Defense by Agent.

To the extent that an Agent has been successful on the merits in the defense of any Proceeding referred to in this Article VIII, or in the defense of any claim, issue or matter therein, the Agent shall be indemnified against Expenses incurred by the Agent in connection with the claim. If an Agent either settles any such claim or sustains a judgment rendered against such Agent, then the provisions of Sections 8.3 through 8.5 below shall determine whether the Agent is entitled to indemnification.

8.3. Actions Brought by Persons Other than the Association.

Subject to the findings required to be made pursuant to Section 8.5 below, the Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any Proceeding (other than an action brought by, or on behalf of, the Association, or by an officer, director or person granted relator status by the Attorney General, or by the Attorney General on the ground that the defendant director was or is engaging in self-dealing within the meaning of Section 5233 of the California Nonprofit Corporation Law (made applicable pursuant to Section 5238), or by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an Agent, for all Expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the Proceeding.

8.4. Action Brought by or on Behalf of the Association.

Subject to the findings required to be made pursuant to Section 8.5 below, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any Proceeding brought by or on behalf of the Association, or brought under Section 5233 of the California Nonprofit Corporation Law (made applicable pursuant to Section 5238), or brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that the person

is or was an Agent, for all Expenses in connection with the defense or settlement of such Proceeding. Notwithstanding the above, no indemnification shall be made:

(a) Indemnatee Held Liable. Where the Agent to be indemnified is held liable unless, upon application, the court in which the action was brought determines that, in view of all of the circumstances of the case, the Agent should be entitled to indemnification for the Expenses incurred which the court shall determine;

(b) Settlement. Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Settlement Expenses. Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the Attorney General.

8.5. Determination of Agent's Good Faith Conduct.

The indemnification granted to an Agent in Sections 8.3 and 8.4 above is conditioned on the following:

(a) Required Standard of Conduct.

(1) The Agent seeking reimbursement under Section 8.3 above must be found, in the manner provided below, to have acted in good faith and in a manner the Agent believed to be in the best interests of the Association. In the case of a criminal proceeding, the Agent must have had no reasonable cause to believe that the conduct at issue was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the Agent did not act in good faith or in a manner which the Agent reasonably believed to be in the best interest of the Association or that the Agent had reasonable cause to believe that the conduct at issue was unlawful.

(2) The Agent seeking reimbursement in an action under Section 8.4 above must be found, in the manner provided below, to have acted in good faith, in a manner the Agent believed to be in the best interests of the Association, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances.

(b) Manner of Determination of Good Faith Conduct.

The determination that the Agent did act in a manner complying with Section 8.5(a) above shall be made by:

(1) The Board by a majority vote of a quorum consisting of directors who are not parties to the Proceeding; or

(2) The court in which the Proceeding is or was pending, upon application by the Association or the Agent or the attorney or any other person rendering a defense to the Agent, whether or not the application is opposed by the Association.

8.6. Limitations.

No indemnification or advance shall be made under this Article VIII, except as provided in Sections 8.2 above, in any circumstance when it appears:

(a) Inconsistent with Corporate Policy. That the indemnification or advance would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Board or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(b) Inconsistent with Settlement. That the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

8.7. Advance of Expenses.

Expenses incurred in defending any Proceeding may be advanced by the Association before the final disposition of the Proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article VIII.

8.8. Contractual Rights of Nondirectors and Nonofficers.

Nothing contained in the Article VIII shall affect any right to indemnification to which persons other than directors and officers of the Association, or any subsidiary hereof, may be entitled by contract or otherwise.

8.9. Insurance.

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent against any liability asserted against or incurred by the Agent in such capacity or arising out of the Agent's status as such, whether or not the Association would have the power to indemnify the Agent against that liability under the provisions of this Article VIII.

ARTICLE IX: MAINTENANCE OF CORPORATE RECORDS

The Association shall keep: (i) adequate and correct books and records of accounts; (ii) written minutes of the proceedings of the Board and committees of the Board; and (iii) a record of each director's name and address. The minutes and other books and records shall be kept either in written form or in any other form capable of being converted into clearly legible tangible form or in any combination of the two.

ARTICLE X: INSPECTION RIGHTS

To the extent permitted by law, every director and Member shall have the absolute right at any reasonable time to inspect the Association's books, records, documents of every kind, physical properties, and the records of each subsidiary. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and to make extracts of documents.

ARTICLE XI: REQUIRED REPORTS

11.1. Annual Report.

The Board shall cause an annual report to be sent to the Members and directors within one hundred twenty (120) days after the end of the Association's fiscal year (the "**Annual Report**"). The Annual Report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the Association as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The Association's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The Association's expenses or disbursements for both general and restricted purposes;
- (e) Any information required by Section 11.2 below; and
- (f) An independent accountants' report or, if none, the certificate of an authorized officer of the Association that such statements were prepared without audit from the Association's books and records.

If the Board approves, the Association may send the Annual Report and any accompanying material sent pursuant to this Section 11.1 by electronic transmission.

11.2. Annual Statement of Certain Transactions and Indemnifications.

As part of the Annual Report to all directors, the Association shall annually prepare and mail or deliver to its directors a statement of any transaction or indemnification of the following kinds within one hundred twenty (120) days after the end of the Association's fiscal year:

- (a) Interested Transactions. Any transaction (i) in which the Association, or its parent or subsidiary, was a party; (ii) in which an "interested person" had a direct or indirect material financial interest; and (iii) which involved more than Fifty Thousand Dollars (\$50,000) or was one of several transactions with the same interested person involving, in the aggregate, more than Fifty Thousand Dollars (\$50,000). For this purpose, an "**interested person**" is either

(1) any director or officer of the Association, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

(2) any holder of more than ten percent (10%) of the voting power of the Association, its parent, or its subsidiary.

The statement prepared pursuant to this Section 11.2(a) shall include a brief description of the transaction, the names of interested persons involved, their relationship to the Association, the nature of their interest in the transaction and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(b) Indemnification. Any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year to any officer or director of the Association under Article VIII above.

ARTICLE XII: MISCELLANEOUS PROVISIONS

12.1. Amendment of Bylaws.

Subject to the Section 5150 of the California Nonprofit Corporation Law, the Board may amend or repeal these Bylaws unless doing so would:

- (a) extend a director's term beyond that for which the director was elected;
- (b) materially and adversely affect the Members' rights as to voting, dissolution, redemption, or transfer;
- (c) increase or decrease the number of members authorized in total or for any class;
- (d) effect an exchange, reclassification, or cancellation of all or part of the memberships; or
- (e) authorize a new class of membership.

12.2. Severability.

Any provision of these Bylaws which may be prohibited by law or otherwise be held invalid shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all remaining provisions of these Bylaws.

12.3. Fiscal Year.

The fiscal year of the Association shall be fixed by a resolution adopted by the Board.

12.4. Contracts, Obligations.

Any executive officer or officers, any agent or agents (with explicit authorization by the Board) or other employee or employees (with specific authorization from the Chair of the Board), may enter into any contract or execute any instrument in the name or and on behalf of the Association, and such authority may be general or confined to specific instances. Unless so authorized by the Board or Chair of the Board, as appropriate, no individual director, and no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

12.5. Checks, Drafts, Orders For Payment, Notes.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Association and any and all securities owned by or held by the Association requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board.

12.6. Corporate Loans, Guarantees and Advances.

The Association shall not make any loan of money or property to or guarantee the obligation of any director or officer, except as is expressly allowed under Section 5236 of the California Nonprofit Corporation Law.

CERTIFICATE OF ADOPTION OF BYLAWS

I, _____, hereby certify that:

1. I am the Secretary of Pacific Sociological Association, a California nonprofit public benefit corporation (the "**Association**"); and

2. The foregoing Bylaws, consisting of twenty four (24) pages, are a true and correct copy of these Bylaws of the Association as duly adopted by the Board of Directors [**by unanimous written consent**] [**at a meeting of the Board of Directors conducted**] on _____, 2016.

Dated: _____, 2016

_____, Secretary