ADOPTED: __/__/__

BYLAWS
OF
LIGCSA, INC.

(A New York Not-for-Profit Corporation)
(the "Association")

ARTICLE I

Purposes

The purposes of this Association are, in the New York metropolitan area, to promote the research and the interchange of scientific and practical knowledge related to the care of golf courses toward the goal of more efficient and economical operations, thereby increasing prestige for this Association and its individual members, and to promote justice, benevolence and education to and for its members; provided, however, that in the event of any inconsistency between the purposes set forth in the foregoing provisions of this paragraph and the purposes set forth in the Certificate of Incorporation of the Association, as such Certificate of Incorporation may be amended from time to time, then the inconsistent provisions set forth in the Certificate of Incorporation, as amended, shall control.

ARTICLE II

Members

Section 2.1 Classes and Qualifications of Members. Each member of the Association (each, a "Member," and collectively, the "Members") shall be assigned to one of the following classes of membership:

(a) "Class A Members" -- Golf Course Superintendent. Any person of good character who at the time of application for membership (i) has three (3) years of experience as a golf course superintendent; (ii) is currently employed in such capacity; (iii) is a current member of the Golf Course Superintendents Association of America; and (iv) complies with all additional qualifications adopted from time to time by the Board of Directors of the Association (the "Board of Directors" or the "Board") or the Members. Each Class A Member must maintain such Member's membership in the Golf Course Superintendents Association of America at all times in order to continue to qualify as a Class A Member, and shall send proof of such membership annually to the Association upon payment of dues to the Association, and otherwise upon request. A Class A Member must at all times hold all licenses and permits required by law for a golf course superintendent in their respective state and send proof of such annually to the Association upon payment of dues to the Association, and otherwise upon request. Class A Members may vote and hold office in the Association (whether as an officer or a director). For purposes of these Bylaws, a "golf course superintendent" is an individual who is entrusted with the management and operation of the tract of land defined as a golf course, including involvement in construction and maintenance of golf courses and related equipment.

(b) "Class B" Members -- Golf Course Superintendent. Any person of good character who at the time of application is employed as a golf course superintendent but does not meet all of the requirements for Class A membership. Class B Members shall have all privileges of the Association except that of holding office (whether as an officer or a director). Class B Members must hold all licenses and permits required by law for a golf course superintendent in their respective state and send proof of such annually upon payment of dues to the Association.

(c) "Class C" Members -- Assistant Golf Course Superintendent. Any person of good character who is serving as an assistant golf course superintendent and is currently employed in such capacity. Class C Members have no voting rights, shall not hold office (whether as an officer or a director), and may attend business meetings or regular meetings of the Members only upon invitation of the Executive Committee of the Board of Directors (the "Executive Committee") or of the Board.

(d) "Class F" Members -- Affiliate Member. All reclassification requests and applications as a Class F Member (Affiliate Member) must be on behalf of a business firm or other qualifying organization that meets with the approval of the Executive Committee or of the Board (any such approval to be in the discretion of the Executive Committee or of the Board, as the case may be) and is interested in the growing, management, or production of turfgrass. Up to three (3) individual applicants of good character from each such firm or organization may apply for this class of membership; provided that, if such individual application is approved, each such applicant shall be a Class "F" Member and shall pay dues separately. Such representatives (Affiliate Members) shall have such privileges of the Association as the Executive Committee or the Board may specify from time to time, which shall not include voting and holding office (whether as an officer or a director).

(e) "Class H" -- Honorary Member. Those persons so appointed by vote of the Members, the Executive Committee or the Board for their service to the turfgrass industry or the Association. Class H Members shall have such privileges of the Association as the Executive Committee or the Board may specify from time to time, which shall not include voting and holding office (whether as an officer or a director).

(f) "Class R" -- Retired Member. To qualify for membership as a Retired Member, an individual must be (a) of good character and a current or former Member of the Association; (b) retired and no longer seeking employment within the scope of activities of any membership class of the Association; and (c) either (x) have reached age fifty-five (55) or (y) have completed a minimum of fifteen (15) years of service in any one (1) membership class of the Association. Any such individual may apply for membership as a Retired Member, the annual dues for which shall be set by the Board of Directors from time to time in its discretion, but shall not exceed half the amount then paid by current Members in the membership class of the Retied Member immediately prior to such Member's retirement. Any Retired Member shall have all the rights of the Association then afforded current Members in the membership class of such Retied Member immediately prior to such Member's retirement with the exception of holding office (whether as an officer or a director).

(g) "Class IM" -- Informed Member. Any person of good character who is a qualified representative of the golf, turf management or academic communities may be invited by the Executive Committee or the Board of Directors on a year-to-year basis to be an Informed Member of the Association. Informed Members shall not be required to pay dues and assessments of the Association. Informed Members may be invited to attend any regularly scheduled meeting of the Association at the discretion of the Executive Committee or the Board, as the case may be. Any other privileges to be afforded to Informed Members shall likewise be

at the discretion of the Executive Committee or the Board, as the case may be; provided, however, that such privileges shall not include voting and holding office (whether as an officer or a director).

(h) Class "D" – Turf Professional Member. Any person who was formerly employed at a golf course that wishes to stay connected to the golf course industry. Class D Members shall have such privileges of the Association as the Executive Committee or the Board may specify from time to time, which shall not include voting and holding office (whether as an officer or a director).

(i) All references to voting by Members in these Bylaws are references to voting only by the Members of the classes of membership permitted to vote pursuant to the provisions of this Article II (Class A, Class B and certain Class R Members; and collectively, the "Voting Members"), and all references to voting by members in the New York Not-for-Profit Corporation Law (the "N-PCL") shall likewise be deemed to be references to voting only by such Voting Members.

Section 2.2 Application for Membership.

(a) Unless the Executive Committee is permitted, by an express provision of these Bylaws, to approve an individual's membership in any of the foregoing classes of membership, then approval of such individual's membership is limited to the Board of Directors; provided, however, that the Members may appoint an Honorary Member, as set forth above. Any person who desires to become a Member of the Association in any class of membership shall file an application in writing with the Membership Committee on an application form which will be furnished by the Association upon request; provided, however, that (i) the Board or the Executive Committee, as the case may be, can in its discretion, waive the application requirement in the case of an Informed Member; or (ii) the Board, the Executive Committee, or the Members, as the case may be, can in its discretion, waive the application requirement in the case of an Honorary Member. The application shall be signed by the applicant and endorsed by three (3) Class A Members of the Association in good standing; provided, however, that this requirement shall not be applicable with respect to an application for membership as a Retired Member. The application must be accompanied by a check in the amount of the dues for the particular class applied for (if applicable). All prospective Members shall be required to attend at least one (1) membership meeting of the Association to be introduced to the membership by one (1) of the Class A sponsors before being voted on for membership by the Board of Directors, or by the Executive Committee if expressly permitted by the provisions of this Article II; provided, however, that the requirement to attend and be introduced at a membership meeting of the Association shall not be applicable with respect to prospective Members of the following classes of membership: Honorary Members, Informed Members, Affiliate Members or Retired Members. All applicants seeking membership as a Class A Member or a Class B Member must present to the Membership Committee evidence of current membership in the Golf Course Superintendents Association of America.

(b) Approval of any membership application or the granting of membership status shall be by vote of two-thirds (2/3) of the Board members, or if applicable, the Executive Committee members, present at any meeting of the Board of Directors or the Executive Committee, as the case may be; provided, however, that the approval of any change of membership class may be by action of either the Executive Committee or the Board. Applicants will be notified in writing or by email by the Executive Secretary of their acceptance, or not, to membership, or as to any action with respect to change of membership class.

Section 2.3 Change in Membership Status. In the event a Member no longer meets the requirements for admission to the membership class to which such Member was elected, such Member's status may be changed by the Board of Directors or the Executive Committee (in its discretion), provided that said Member qualifies for admission, under the provisions of this Article II, to another class of membership. A Class B Member applying for a change of membership status to become a Class A Member must notify the Membership Committee chairperson in writing that such Member meets the requirements for a Class A Member, and provide the required documentation to the Membership Committee chairperson. Upon the receipt of such notification and documentation, the Membership Committee chairperson shall notify the Executive Committee, and such application for change of membership status shall, in the discretion of the Executive Committee, be placed on the agenda of either the Executive Committee or the Board of Directors for its decision.

Section 2.4 Leave of Absence. Members may request in writing a leave of absence from membership. The granting of any such leave of absence shall in all instances be in the discretion of the Executive Committee or the Board, as the case may be; provided, however, that leave shall not be granted to any Member for more than twelve (12) months in any sixty (60) month period. If a leave of absence is granted, during the pendency of such leave (i) no dues payment will be required, and (ii) the Member cannot vote or hold office (whether as an officer or a director), and the granting of such leave of absence shall be deemed, and shall effect, a simultaneous resignation from any office held by such Member (whether as an officer or a director). During any such leave of absence, any such Member shall have only such privileges of the Association as are expressly granted by the Executive Committee or the Board, in its discretion.

Section 2.5 Member in Good Standing. A Member shall be deemed in good standing when all monetary obligations due and owing to the Association (including dues and assessments) are met, and such Member has attended a minimum of one (1) membership meeting during the preceding twelve (12) month period. Membership cards denoting class of membership shall be issued to each Member upon payment in full of annual dues.

Section 2.6 Suspension or Termination of Membership. If any Member shall hereafter be charged with conduct unbecoming a Member of the Association or conduct likely or calculated to injure or discredit the character or interests of the Association, (i) such charges must be in writing; (ii) such written charges must be delivered to the President and the Secretary; (iii) the Member shall receive written notice of such charges; (iv) the Member shall receive an opportunity to be heard before a duly noticed special meeting of the Board, and the Board shall conduct a hearing and render a written determination with respect to such charges. Such written

determination may include sanctions against such Member up to and including the suspension or the termination of such Member's membership in the Association; provided, however, that any decision to terminate the membership of any Member shall require the affirmative vote of the directors when there is a quorum of not less than a majority of the entire Board present at the meeting of the Board at which such action is taken. A suspended Member may re-apply for membership no sooner than twelve (12) months after the effective date of any such suspension. Any such re-application shall be pursuant to the procedures for application for new Members set forth in these Bylaws. The decision with respect to any such re-application shall remain in the discretion of the Board of Directors or the Executive Committee, as the case may be. A Member whose membership has been terminated may only re-apply for membership upon the submission of a written request to re-apply made to the Board of Directors, which request to re-apply has been granted in writing following action thereon by the Board. Any such action shall be in the discretion of the Board.

Section 2.7 Dues. Annual dues shall by payable by all Members other than Members in the Honorary, Informed and Retired classes of membership. The annual dues for the fiscal year of the Association beginning in January and ending in December shall be determined at the annual meeting of the Members, and shall be approved by the vote of a majority of Voting Members voting at such meeting. New Members in dues-paying classes elected to membership prior to August 1 shall pay full dues for the current fiscal year. New Members in dues-paying classes elected to membership after August 1 shall pay fifty percent (50%) of the dues for the current fiscal year. The dues-paying membership shall be invoiced for the annual dues in January of each fiscal year. A second dues notice will be sent to all dues-paying Members in arrears in early February. Any dues-paying Members still in arrears will receive a third notice by registered or certified mail in early March. Any dues-paying Member in arrears as of April 1 will be suspended, resulting in a simultaneous suspension of all rights and privileges of membership. A percentage of each Member's dues (across all dues-paying classes) shall go to the Long Island Golf Course Superintendents Association Foundation and will be utilized to achieve the mission of the Long Island Golf Course Superintendents Association Foundation, including for the Long Island Golf Course Superintendents Association Foundation's scholarship awards program, such percentage to be determined by the Board of Directors from time to time.

Section 2.8 Assessments. When necessary, as determined by the vote of a majority of the Voting Members voting at an annual or special meeting of the Members, there may be levied a special assessment, in addition to the annual dues, to be paid by the Members of the Association. Special assessments (i) may not be levied more than once a year; (ii) shall not exceed an amount equal to the annual dues of the Association; and (iii) shall be payable within (30) thirty days after notification of the membership by the Treasurer.

Section 2.9 Meetings of Members.

(a) The annual meetings of the Members shall be held as near to the second week of November as possible at such times and places as the Board of Directors or the President (or, if there is no President, the Secretary) may from time to time determine in conjunction with the annual meeting of the directors, but action to be taken as members shall be taken separately from action to be taken as directors. Special meetings of the Members, which

may be held in conjunction with or separate from meetings of the Board, may be called by the President (or, if there is no President, the Secretary), or by vote of a majority of the total number of directors on the Executive Committee or on the Board (as the case may be), and shall be called by the President, the Secretary or any Member upon request of one-third (1/3) of the Members. Except as otherwise may be required by law, notice of the time and place (and with respect to special meetings, the purposes of such meeting and at whose direction such meeting is being called) of each meeting shall be given to each Member entitled to vote thereat (i) by first class mail (effective three (3) days after posting), by Express Mail or overnight delivery service (effective upon the day and hour of promised delivery), or by personal delivery (effective immediately), with respect to each of the foregoing modalities of notice set forth in this clause (i), to the usual address of such Member as it appears on the record of Members of the Association, or (ii) by email or fax, if a Member has provided the Association with an email address or fax number (effective immediately), subject to the provisions of the N-PCL regarding unsuccessful delivery of emails or faxes, so that with respect to each of the foregoing modalities of notice set forth in clauses (i) and (ii) of this paragraph, such notice is effective not less than ten (10) nor more than fifty (50) days before the meeting. Notice shall not be deemed to have been given by email or fax if the Association is unable to deliver two (2) consecutive notices to the Member by email or fax or the Association otherwise becomes aware that notice cannot be delivered to the Member by email or fax.

(b) Notice of a meeting need not be given to any Member who submits a waiver of notice, in person or by proxy, whether before or after the meeting. Waiver of notice may be written or electronic. If written, the waiver must be executed by the Member or the Member's authorized officer, director, employee, or agent by signing such waiver or causing such Member's signature to be affixed to such waiver by any reasonable means, including facsimile signature. If electronic, the transmission of the waiver must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the Member. The attendance of any Member at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by such Member.

(c) In addition to the approval of dues pursuant to Section 2.7 hereof, and the election of directors pursuant to Section 3.3 hereof, at each annual meeting of Members, the Board shall present a proposed budget for the coming fiscal year for approval and adoption by the Voting Members. The Board of Directors shall present at each annual meeting of Members its reports, which shall set forth the statements, and shall be verified or certified in the manner, prescribed by Sections 513 and 519 of the N-PCL, including:

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

(ii) The principal changes in assets and liabilities, including trust funds, during such fiscal period.

(iii) The revenue or receipts of the Association, both unrestricted and restricted to particular purposes, during such fiscal period.

(iv) The expenses or disbursements of the Association, for both general and restricted purposes, during said fiscal period.

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

(vi) All assets received for purposes specified in gift instruments given in trust for, or with a direction to apply the same to, any purpose specified in the Association's certificate of incorporation, as described in Section 513(b) of the N-PCL, and the use made of such assets and the income thereof, unless the terms of particular gift instruments provide otherwise.

Such report shall be filed with the records of the Association and either a copy or an abstract thereof entered in the minutes of the proceedings of such annual meeting of Members.

Section 2.10 Location of Meetings. Annual meetings and special meetings shall be held at such place, within or without the State of New York, as the Board of Directors, the Executive Committee or the President (or, if there is no President, the Secretary), as the case may be, may from time to time fix.

Section 2.11 Proxies. A Voting Member may authorize another person or persons to act for him or her at a meeting or by consent in lieu of a meeting if so authorized by a written proxy, a copy of which shall be provided to the Association. Any such written proxy shall be executed by the Voting Member or the Voting Member's authorized officer, director, employee, or agent by signing such written proxy or causing such Voting Member's signature to be affixed to such written proxy by any reasonable means, including facsimile signature. A Voting Member also may authorize another person or persons to act for the Voting Member as proxy by providing such authorization by electronic mail to the person who will be the holder of the proxy, provided that any such authorization by electronic mail shall set forth information from which it can be reasonably determined that the authorization by electronic mail was authorized by the Voting Member granting the proxy. If it is determined that such authorization by electronic mail is valid, the inspectors or, if there are no inspectors, such other persons making such determination shall specify the nature of the information upon which they relied. No proxy shall be valid after the expiration of eleven (11) months from the date thereof unless otherwise provided in such proxy. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by the N-PCL.

Section 2.12 Quorum. Except as otherwise provided in these Bylaws or required by the N-PCL, (i) twenty (20) Voting Members in good standing, together with either the President or the Vice President, shall constitute a quorum at any annual meeting of Members for the transaction of any business; and (ii) ten (10) Voting Members in good standing, together with

either the President or the Vice President, shall constitute a quorum at any special meeting of Members for the transaction of any business; provided, however, that in no event shall the quorum for any meeting of Members be less than one-tenth (1/10) of the total number of votes entitled to be cast. A majority of the Voting Members present may adjourn the meeting despite the absence of a quorum. At such adjourned meeting, at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally noticed.

Section 2.13 Voting. Only Voting Members in good standing shall be entitled to vote. Each Voting Member shall be entitled to one (1) vote. In the election of Primary Officers (as hereinafter defined) and directors, a plurality of the votes cast shall be required for election. Any other action shall, except where the N-PCL prescribes a different proportion of votes, be authorized by a majority of the votes cast, provided that such affirmative majority of the votes cast shall be at least equal to a quorum. Voting for the election of directors shall be by written ballot.

Section 2.14 Action Without a Meeting. Whenever Members are required or permitted to take any action by vote, such action may be taken without a meeting upon the consent of all of the Members entitled to vote thereon, which consent shall set forth the action so taken. Such consent may be written or electronic. If written, the consent must be executed by the Member or the Member's authorized officer, director, employee or agent by signing such consent or causing his or her signature to be affixed to such consent by any reasonable means including facsimile signature. If electronic, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the Member.

Section 2.15 Initial Membership. Notwithstanding any other provisions of these Bylaws to the contrary, the provisions of the foregoing Sections 2.1 through 2.8 and Section 2.12 shall not become effective until such time as the Board of Directors explicitly acts to make such provisions effective (such point in time, the "Membership Effective Date"). Prior to the Membership Effective Date, for all purposes of these Bylaws and the N-PCL, the Association shall have one (1) class of Members. The Members of the Association until the Membership Effective Date shall be those persons who are then serving as members of the board of directors of Long Island Golf Course Superintendents Association, Inc., a New York not-for-profit corporation, and such persons shall constitute the Members and the Voting Members for all purposes of these Bylaws and the N-PCL. Each Member shall be at least eighteen (18) years of age and shall be then serving as a member of the board of directors of Long Island Golf Course Superintendents Association, Inc. A Member need not be a citizen of the United States or a resident of the State of New York. Membership in the Association shall be terminated automatically upon such person no longer being a member of the board of directors of Long Island Golf Course Superintendents Association, Inc. (including by reason of the death, resignation or removal of a Member from the board of directors of Long Island Golf Course Superintendents Association, Inc. or upon the expiration of such person's term of office on the board of directors of Long Island Golf Course Superintendents Association, Inc.) or by the dissolution or liquidation of the Association, and any right or interest of a Member shall terminate upon the happening of any such event. Members shall be entitled to full voting rights.

The provisions of this Section 2.15 shall cease to be effective upon the Membership Effective Date.

ARTICLE III

Directors

Section 3.1 Board of Directors. The affairs of the Association shall be managed by its Board of Directors, which shall have all the powers permitted by law unless expressly limited by these Bylaws.

Section 3.2 Qualifications; Number of Directors. Each director shall be at least eighteen (18) years of age and shall be a Class A Member. A director need not be a citizen of the United States or a resident of the State of New York. The number of directors constituting the entire Board shall be not less than three (3). The number of directors may be increased or decreased from time to time by amendment to these Bylaws, except that the number of directors shall not be less than three (3). The number of directors may also be fixed by action of the Members or Board from time to time, but shall be no less than three (3); provided, however, that any such action by the Board shall require the affirmative vote of a majority of the entire Board. No decrease in the number of directors shall shorten the term of any incumbent director. The directors shall be divided into three (3) classes, the members of each class to be elected by the Members to serve for terms of three (3) years or such lesser period as may be specified at the time of election so as to substantially equalize the classes of directors. The duration of terms shall be so scheduled that the number of seats to be filled shall, so far as practicable, be equal in each succeeding year, but the fact that classes are not equal in size shall in no way affect the validity of the constitution of the Board of Directors or of a director's election. As used in these Bylaws, "entire Board of Directors" or "entire Board" means the total number of directors that the Association would have if there were no vacancies, as set forth in, and determined pursuant to the provisions of, the N-PCL.

Section 3.3 Election and Term of Office. As of the date of the adoption of these Bylaws, there shall be three (3) directors in each of the first, second and third classes of directors. As of the date of the adoption of these Bylaws, the first three (3) directors named in Annex A to these Bylaws shall constitute the first class, the next three (3) directors named in Annex A to these Bylaws shall constitute the second class, and the next three (3) directors named in Annex A to these Bylaws shall constitute the third class. The term of office of the first class shall expire at the first annual meeting of the Members after the adoption of these Bylaws, the term of office of the second class shall expire at the second annual meeting of the Members after the adoption of these Bylaws and the term of office of the third class shall expire at the third annual meeting of the Members after the adoption of these Bylaws. At each annual meeting of the Members after the adoption of these Bylaws, directors shall be elected for a term of three (3) years to replace those whose terms shall expire; provided, however, that as set forth in Section 3.2 above, a director may be elected for a lesser period as may be specified at the time of election so as to substantially equalize the classes of directors. At each annual meeting of the Members after the adoption of these Bylaws, directors shall be elected by plurality vote, if a quorum is present, and may succeed themselves in office, there being no term limits. The term of office of each director

shall be until the close of the annual meeting of the Members in the year that such director's term expires, and until his or her successor shall have been duly elected and qualified, or until his or her earlier death, resignation or removal from office. Vacancies occurring on the Board of Directors for any reason, including newly-created directorships, may be filled by the vote of a majority of the directors then in office, whether or not otherwise constituting a quorum. A director elected or appointed to fill a vacancy shall hold office until the next annual meeting at which the election of directors is in the regular order of business, and until his or her successor is elected or appointed and qualified. A director elected to fill a directorship newly-created by action of the Board shall not be placed in any class until the next annual meeting of Members, at which time such director shall be subject to election by the Members into a class of directors. Notwithstanding the foregoing provisions of this paragraph, the immediate past President of the Association (the "Immediate Past President") shall (solely by virtue of having held such office) be a member of the Board of Directors not subject to election or re-election by the Members or otherwise, and not assigned to any class of directors.

Section 3.4 Resignation; Removal.

(a) A director may resign at any time by giving notice to the Board of Directors, the President or the Secretary. Such notice may be written or electronic. If written, the notice must be executed by the director by signing such notice or causing his or her signature to be affixed to such notice by any reasonable means, including facsimile signature. If electronic, the transmission of the notice must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt by the Board of Directors, President or the Secretary (as the case may be), and acceptance of the resignation shall not be necessary to make it effective. No resignation shall discharge any accrued obligation or duty of a director. If any director shall be absent from four (4) consecutive meetings of the Board of Directors, the Board of Directors may decide to consider such absence as a resignation, and such resignation shall take effect at the time of such decision by the Board.

(b) Any director may be removed with cause by affirmative vote of the directors when there is a quorum of not less than a majority of the entire Board present at the meeting of the Board at which such action is taken, provided that such possible removal was noted in the notice of such meeting. Any director may be removed with or without cause by an affirmative vote of a majority of the Members present at a meeting at which a quorum is present or by unanimous consent of the Members pursuant to Section 2.14 hereof. No removal shall discharge any accrued obligation or duty of a director.

Section 3.5 Meetings.

(a) Annual Meeting. The annual meeting of the Board of Directors for the transaction of such business as properly may come before it shall be held at the place at which the annual meeting of the Members of the Association shall be held, and shall be held immediately following such meeting.

(b) Regular Meetings. The Board of Directors from time to time may provide by resolution for the holding of such regular meetings as it may determine upon and may fix the time and place of such meetings.

(c) Special Meetings. Special meetings of the Board of Directors may be held at any time and place upon the call of the President, a majority of the members of the Executive Committee, or upon the call of any director upon written demand of not less than one-fifth (1/5) of the entire Board of Directors (but in no event less than two (2) directors).

Section 3.6 Quorum of Directors; Attendance by Other Means. In the event that the entire Board of Directors is made up of fifteen (15) directors or less, the presence of one-third (1/3) of the entire Board of Directors (but in no event less than two (2) directors) shall constitute a quorum for the transaction of business at any meeting of the directors. In the event that the entire Board of Directors is made up of more than fifteen (15) directors, the quorum for the transaction of business at any meeting of the directors shall be five (5) Directors plus one (1) additional director for every ten (10) directors (or fraction thereof) in excess of fifteen (15). Participation by one or more directors by means of a web, video or telephone conference or similar communications equipment allowing all persons participating in the Board or committee meeting to hear each other at the same time shall constitute presence at such meeting.

Section 3.7 Adjourned Meetings. A majority of the directors present at a meeting, whether or not a quorum is present, may adjourn such meeting to another time and place. Notice of the time and place of such adjourned meeting shall be given to directors who were not present at the time of such adjournment.

Section 3.8 Action of the Board of Directors. The vote of a majority of the directors present at the time of the vote, if a quorum is present, shall be the act of the Board of Directors, unless the question or action is one upon which a different vote is required by express provision of statute (including Sections 509, 712 and 715 of the N-PCL), the Certificate of Incorporation or these Bylaws. Each director shall have one (1) vote. Directors may not vote by proxy.

Section 3.9 Action by Unanimous Consent of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or the committee (a) consent in writing, including by facsimile signature, or (b) consent by email, to the adoption of a resolution authorizing such action. If provided in writing, the consent must be executed by the director or the committee member, as applicable, by signing such consent or causing his or her signature to be affixed to such consent by any reasonable means, including facsimile signature. If provided via email, the transmission of such consent must be sent by email and set forth, or be submitted

with, information from which it can reasonably be determined that the transmission was authorized by the director or the committee member, as applicable. Such resolution and written consents or email consents thereto shall be filed with the minutes of proceedings of the Board of Directors or the committee.

Section 3.10 Compensation. No compensation of any kind shall be paid by the Association to any director for the performance of his or her duties as director. This shall not in any way limit reimbursement by the Association of legitimate expenses of the Association advanced by a director, or payment by the Association for services provided to the Association by the director in any capacity separate from his or her responsibilities as a director, provided that any such payment shall comply with the Association's Conflict of Interests Policy, as the same may from time to time be amended. The provisions of this section shall not in any way limit: (i) reimbursement by the Association of legitimate expenses of the Association advanced by any organization with which a director is affiliated, or payment by the Association for services provided to the Association by any such organization, provided that any such payment shall comply with the Association's Conflict of Interests Policy, as the same may from time to time be amended; or (ii) compensation of any kind paid to any director by any other organization or entity.

Section 3.11 Notice. Notice of the time and place and, to the extent required by law or these Bylaws, the purpose of every meeting of the Board of Directors other than the annual meeting or any regular meeting shall be given (a) by first class mail (effective three (3) days after posting), by Express Mail or overnight delivery service (effective upon the day and hour of promised delivery), or by personal delivery (effective immediately), with respect to each of the foregoing modalities of notice set forth in this clause (a), to the usual address of such director as it appears on the books of the Association, or (b) by email or fax, if a director has provided the Association with an email address or fax number (effective immediately), so that with respect to each of the foregoing modalities of notice set forth in clauses (a) and (b) of this paragraph, such notice is effective at least three (3) days before such meeting; provided, however, that if it is determined by the President that there is an emergency which requires immediate Board attention or action, a meeting may be called on at least twenty-four (24) hours' notice given by the most expeditious manner possible (including by telephone). Notice of any meeting need not be given, however, to any director who submits a waiver of notice, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her. Such waiver of notice may be written or electronic. If written, the waiver must be executed by the director signing such waiver or causing his or her signature to be affixed to such waiver by any reasonable means, including facsimile signature. If electronic, the transmission of the waiver must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the director. Notwithstanding the foregoing provisions of this paragraph, notices do not need to be given for regular meetings of the Board as to which a listing of such meetings has been distributed to the directors, either in the minutes or otherwise, and the annual meetings of the Board immediately following the annual meetings of the Members. Although not required, a written agenda stating all matters upon which action is proposed to be taken may also be provided, but matters not on the agenda may be acted upon at the meeting except as otherwise required by these Bylaws or applicable law.

Section 3.12 Presiding Officer. At all meetings of the Board of Directors, the President shall preside. In the President's absence, the Secretary may appoint a President pro tem (including appointing himself or herself), or if the Secretary fails to do so, the directors shall appoint one of their own members to preside.

ARTICLE IV

Committees

Section 4.1 Creation

(a) Board Committees. The Board of Directors from time to time may designate from among its members such committees, each consisting of three (3) or more directors, as the business of the Association may require, and delegate such authority to such committees as the Board of Directors may deem appropriate and as allowed by Section 712 of the N-PCL, provided that no such committee of the Board shall have authority as to (i) submitting to Members any action requiring Members' approval under the N-PCL, (ii) electing or removing officers or directors, (iii) filling vacancies on the Board or any committees, (iv) fixing compensation of the directors for serving on the Board or on any committee, (v) amending or repealing these Bylaws or adopting new Bylaws, (vi) amending or repealing any Board resolution which by its terms shall not be so amendable or repealable, or (vii) any other matter, power or authority which may not be delegated by the Board of Directors under applicable law. The Board shall appoint the members of such committees of the Board, except that in the case of any executive committee or similar committee however denominated, the appointment shall be made by a majority of the entire board, provided that in the case of a Board of thirty (30) members or more, the appointment shall be made by at least three-quarters (3/4) of the directors present at the time of the vote, if a quorum is present at that time. The Executive Committee shall notify the full Board of any actions it takes or decisions it makes, other than those in the ordinary course of operations, within a reasonable time thereafter but in any event by the time of the next meeting of the Board of Directors (including at such next meeting). Each other committee shall report to the full Board at the next Board meeting regarding any significant action which it takes or decisions that it makes.

(b) Adjunct Members. Persons who are not directors may be named as adjunct members of Board committees with the right to attend and speak at meetings, but such adjunct members shall not have any voting rights or be counted for quorum purposes.

(c) Specific Committees. Board committees may include the following committees; provided, however, that to the extent that the description of the responsibilities, powers, duties and authority of each Board committee set forth in a committee charter or in a Board resolution with respect to such committee differs from the description in this Section 4.1(c), such description in the committee charter or Board resolution shall control and shall supersede the conflicting provisions in this Section 4.1(c):

Executive Committee. The Executive Committee shall consist of the Primary Officers of the Association and such other members as the Board may elect. Except as otherwise

provided by law and in these Bylaws, the Executive Committee may exercise all the powers of the Board and shall act in its stead between meetings of the Board of Directors.

Finance Committee. The Finance Committee shall be responsible for the preservation and enhancement of the Association's assets; shall prepare an annual budget for the Association, subject to Board approval; shall advise the Board on matters of financial policy, fundraising and expenditures; and shall annually review the Association's directors' and officers' indemnification insurance and make certain it is in force. Unless a separate Investment Committee is established, the Finance Committee, either as a full committee or through a subcommittee on investments, shall supervise the investment of the funds of the Association and cause an investment policy to be adopted by the Board of Directors as required by the N-PCL, and shall periodically review such policy as appropriate.

Audit Committee. If the Association is required to file an independent certified public accountant's audit report with the New York Attorney General pursuant to applicable law, the Audit Committee shall:

(i) oversee the accounting and financial reporting processes of the Association;

(ii) oversee any independent financial audit of the Association's financial statements on an annual basis, including annually retain or review the retention of an independent auditor to audit the financial statements and condition of the Association;

(iii) review the results of the audit (including any related management letter, as well as management's responses thereto) with the independent auditor at the conclusion of the audit;

(iv) if the Association had annual revenue in excess of One Million Dollars ($1,000,000) in the prior fiscal year (or reasonably expects to have such revenue in the current fiscal year), (1) review with such independent auditor the scope and planning of the audit prior to its commencement, (2) upon completion, review and discuss with the independent auditor (A) any material risks and weaknesses in internal controls identified by the auditor, (B) any restrictions on the scope of the auditor's activities or access to requested information, (C) any significant disagreements between the auditor and management, and (D) the adequacy of the Association's accounting and financial reporting processes;

(v) annually consider the performance and independence of the independent auditor;

(vi) report to the Board with respect to the committee's activities and audit oversight duties;

(vii) establish policies and practices to prevent financial fraud, including monitoring the Association's internal controls over financial reporting and request special investigations if deemed appropriate; and

(viii) exercise such other responsibilities as may be required by the N-PCL.

Notwithstanding any other provision of these Bylaws to the contrary, the Audit Committee shall be comprised solely of "Independent Directors" (as defined in the N-PCL), as required by the N-PCL, and only "Independent Directors" may participate in any Board or committee deliberations or voting on matters set forth in the foregoing items (i)-(viii).

Nominating Committee. The Nominating Committee shall (a) recommend to the Board for its consideration, nomination and recommendation to the Members candidates for directors and Primary Officers of the Association, such recommendation by the Nominating Committee to be delivered not less than fourteen (14) days prior to the Annual Meeting, provided that each such recommendation by the Nominating Committee shall be subject to the satisfaction of the qualifications for directors and Primary Officers set forth in these Bylaws; (b) recommend to the Board for its consideration and recommendation to the Members the assignment of directors to the various classes of the Board; and (c) recommend to the Board candidates for the offices of the Association other than Primary Officers and candidates to fill any vacancies on the Board of Directors.

Governance Committee. The Governance Committee shall have the following functions: orientation and education of Board members; assessment of performance of Board members; recruitment of new Board members; responsibility for Board development and accountability; and periodic review and, if appropriate, recommendation of revisions of the Association's Certificate of Incorporation, Bylaws and other governance documents (including the Association's Conflict of Interest Policy).

Development Committee. The Development Committee shall be responsible for fundraising approaches to foundations and other donors, supporters and partners, annual giving and benefit events and other projects which generate income or donations, as well as supervising subcommittees for benefit events. In addition, the Development Committee shall be responsible for the cultivation of donors and supporters.

Membership Committee. The Membership Committee shall review all applications for membership and make a recommendation with respect to each application to the Board; provided, however, that with respect to any application for a change of membership class, such recommendation of the Membership Committee may be made to either the Executive Committee or the Board.

Education Committee. The Education Committee shall plan the educational program of the Association within a budget approved by the Board or the Executive Committee.

Golf & Entertainment Committee. The Golf & Entertainment Committee shall make arrangements for each social meeting of the Association. A program of golfing and other social events in the best interest of the Members and the organization shall be planned and implemented by this committee.

Website and Social Media Committee. The Website and Social Media Committee shall manage the Association's website and shall engage the Association with various media outlets for the endorsement and advancement of the golf course superintendent profession.

Club Relations Committee. The Club Relations Committee shall meet with representatives of a club that is searching to fill a relevant open position. The committee shall interface with, and may endeavor to assist, Members who are in a deteriorating relationship with their facility or who have been recently dismissed from their position. To the extent possible, this committee shall consist of past Presidents of the Association. Any Club Relations Committee member or any Board member with an interest in an open position will not participate in any way in any committee business (including any committee deliberation or action) with respect to any such open position, and will otherwise comply with the Association's Conflict of Interest Policy (as the same may be amended from time to time) with respect thereto.

Environmental & Government Relations Committee. The Environmental & Government Relations Committee shall monitor and evaluate local, state and federal activities that relate to the Association and to and the golf course superintendent profession. This committee shall interact with government agencies and serve as a liaison with the Government Relations Committee of the Golf Course Superintendents Association of America.

Health and Welfare Committee. The Health and Welfare Committee shall provide congratulations, support and consolation during times of Member celebration, hardship and bereavement.

(d) Committees of the Corporation; Advisory Board. Committees of the Corporation, if any, may be established by the Board of Directors, and, if established by the Board, the members thereof (who do not need to be directors) shall be elected by action of the Board. Committees of the Corporation, if any, may also be established by the President, and, if established by the President, the members thereof (who do not need to be directors) may be appointed by the President. Any number of persons may, from time to time, serve on any such Committee(s) of the Corporation. Any such Committees of the Corporation shall act in an exclusively advisory capacity and/or shall function to conduct events or activities of the Association; they shall have no authority to act on behalf of the Board of Directors or to set corporate policy. Notwithstanding any of the provisions of Section 4.1(c) hereof, to the extent that each of the following committees are established to act in an exclusively advisory capacity and/or function to conduct events or activities of the Association, and have no authority to act on behalf of the Board of Directors or to set corporate policy, then such committees shall be Committees of the Corporation: the Nominating Committee, the Membership Committee, the

Education Committee, the Golf & Entertainment Committee, the Website and Social Media Committee, the Club Relations Committee, the Environmental & Government Relations Committee, and the Health and Welfare Committee; provided, however, that, notwithstanding the foregoing, the Environmental & Government Relations Committee shall at all times have at least one Board member among its membership. Any "Advisory Boards," "Honorary Boards" or similar boards of advisors of the Association shall be Committees of the Corporation and shall be subject in all respects to the provisions of this paragraph. Persons serving on any such Advisory Board, Honorary Board or similar board of advisors of the Association shall not, by virtue of their membership on such board, be members of the Board of Directors of the Association, and no Committee of the Corporation (including any such Advisory Board, Honorary Board or similar board of advisors) shall have any of the power and authority of the Board of Directors.

Section 4.2 Procedure. Each member of a committee shall serve at the pleasure of the Board of Directors or, if a member of a Committee of the Corporation and appointed by the President, at the pleasure of the President. If there shall be a vacancy on any committee, such vacancy may be filled by the Board of Directors; provided, however, that if the vacancy is on the Executive Committee, such action to fill the vacancy shall be by the affirmative vote of a majority of the entire Board; and provided further, that if the committee member whose departure gave rise to the vacancy was a member of a Committee of the Corporation who was appointed by the President, such vacancy may be filled by the President. Unless otherwise chosen by the Board of Directors at the time of the appointment of committee members, the chair of each committee shall be selected by the President. Except as otherwise provided by these Bylaws, the Board of Directors or the N-PCL, each committee shall determine its own rules of procedure. A majority of the membership of a committee of the Board shall constitute a quorum for the transaction of business by such committee. Each committee of the Board shall keep minutes of its meetings, and each committee chair shall submit the same to the Board of Directors prior to the next Board meeting held more than two (2) weeks after the committee meeting.

ARTICLE V

Officers

Section 5.1 Officers, Election and Term. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer (collectively, the "Primary Officers") and such other officers as the Board of Directors may elect or appoint. One person may hold more than one office in the Association, except that the President cannot hold the office of Secretary. Each of the Primary Officers shall be (i) a Class A Member of the Association; (ii) a member of the Board of Directors; and (iii) a Class A Member of the Golf Course Superintendents Association of America. Officers other that the Primary Officers, if any, may, but need not, be members of the Board of Directors and/or Class A Members of the Golf Course Superintendents Association of America. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity. The Primary Officers shall be elected by the Members, and officers other that the Primary Officers, if any, may be elected or appointed by the Board of Directors. Unless otherwise provided in the resolution of election or appointment of a Primary Officer or such Primary Officer's successor, each Primary Officer shall continue in

office until the close of the annual meeting of Members next following his or her election or appointment and until his or her successor shall have been duly elected or appointed and qualified, or until his or her earlier death, resignation or removal from office. Unless otherwise provided in the resolution of election or appointment of officers other that the Primary Officers, if any, or such officer's successor, each such officer shall continue in office until the close of the annual meeting of the Board of Directors next following his or her election or appointment and until his or her successor shall have been duly elected or appointed and qualified, or until his or her earlier death, resignation or removal from office. A Primary Officer may not be elected to the same office for more than three (3) consecutive terms. Subject to the applicable provisions of any agreement with respect to the employment or engagement of any officer by the Association, (i) any officer may resign at any time by giving written notice to the President or the Secretary; and (ii) unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof and acceptance of the resignation shall not be necessary to make it effective. No resignation shall discharge any accrued obligation or duty of an officer. Subject to the applicable provisions of any agreement with respect to the employment or engagement of any officer by the Association, any Primary Officer may be removed by the Board of Directors with cause, and any officer other than a Primary Officer may be removed by the Board of Directors with or without cause. No removal shall discharge any accrued obligation or duty of an officer.

Section 5.2 Powers and Duties. The officers of the Association shall each have such powers and perform such duties in the management of the affairs, property and business of the Association, subject to the control of the Board of Directors, as generally pertain to their respective offices, as well as such additional powers and duties as may be authorized from time to time by the Board of Directors (subject to the control of the Board of Directors). In addition, the following officers shall have the following powers and duties in the management of the affairs, property and business of the Association, subject to the control of the Board of Directors:

- PRESIDENT. The President shall have general supervision of the affairs of the Association. He or she shall preside at all meetings of the Board of Directors, the Members and the Executive Committee; keep the Board of Directors fully informed, and shall freely consult with them concerning the activities of the Association. He or she shall have the power to sign alone, unless the Board of Directors shall specifically require an additional signature, in the name of the Association, all contracts or other documents authorized either generally or specifically by the Board of Directors; unless otherwise limited by the Board, the Board may also grant such signing authority to other officers or agents of the Association. He or she shall be a member ex-officio of all committees of the Board of Directors, and shall have the right to vote on all such committees other than the Audit Committee unless otherwise precluded by action of the Board of Directors. He or she shall perform such other duties as shall from time to time be assigned to him or her by the Board of Directors, and shall perform such other duties as are customarily incident to the offices of Chairperson of the Board and President, subject to the control of the Board of Directors.

- VICE PRESIDENT. The Vice President shall have such powers and duties as may be assigned to him or her by the Board of Directors. In the absence of the President, the Vice President shall in general perform the duties of the President.

- SECRETARY. The Secretary shall act as secretary of all meetings of the Members, the Board of Directors and of the Executive Committee at which he or she is present and shall keep or cause to be kept minutes of all meetings of the Members, Board of Directors and any committee of the Board in books proper for that purpose. He or she shall attend to the giving and serving of all notices of the Association. As appropriate, the Secretary shall prepare and call a roll of the Members of the Association. The Secretary shall be the keeper of the Association's seal, if there is one. He or she shall perform all the duties customarily incident to the office of Secretary and shall perform such other duties as shall from time to time be assigned to him or her by the Board of Directors, subject to the control of the Board of Directors. The Secretary may, in his or her discretion, delegate to any person the power to do any and all of the foregoing, and in such case, the acts taken pursuant thereto shall be of the same force and effect as if done by the Secretary personally.

- ASSISTANT SECRETARIES. The Assistant Secretaries (if any) shall perform the duties of the Secretary in his or her absence or at his or her request, and shall perform such other duties as shall from time to time be assigned to them by the Board of Directors, subject to the control of the Board of Directors.

- TREASURER. The Treasurer shall have the custody of all funds and securities of the Association which may come into his or her hands. He or she shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Association and shall deposit or cause to be deposited all monies and other valuable effects of the Association in the name and to the credit of the Association in such banks or depositories as the Board of Directors may designate. Whenever required by the Board of Directors, he or she shall render a statement of the Association's accounts. He or she shall at all reasonable times exhibit his or her books and accounts of the Association to any officer or director of the Association. The Treasurer shall be responsible for mailing all dues notices to the Members. He or she shall perform all the duties customarily incident to the office of the Treasurer (including with respect to the preparation, and presentation to the annual meeting of Members, of the reports prescribed by Sections 513 and 519 of the N-PCL) and shall perform such other duties as shall from time to time be assigned to him or her by the Board of Directors, subject to the control of the Board of Directors.

- ASSISTANT TREASURERS. The Assistant Treasurers (if any) shall perform the duties of the Treasurer in his or her absence or at his or her request, and shall perform such other duties as shall from time to time be assigned to them by the Board of Directors, subject to the control of the Board of Directors.

- HONORARY DIRECTOR. The office of Honorary Director shall be filled by the Immediate Past President or, if not so filled, by appointment by the Board of Directors, by majority vote of the directors present at a meeting (where a quorum is present); provided, however, that any person so appointed is required to be, at the time of such appointment and during the time of service as the Honorary Director, a member of the Board of Directors. The Honorary Director shall attend all meetings of the Board and the Members, shall supply such information as is available to the Honorary Director as might aid or be of use to the Association, and shall perform such other duties as shall from time to time be assigned to him or her by the Board of Directors, subject to the control of the Board of Directors.

- SERGEANT AT ARMS. The Sergeant at Arms shall attend meetings of the Members, shall maintain order and decorum among the Members present at the meeting, and shall perform such other duties as shall from time to time be assigned to him or her by the Board of Directors, subject to the control of the Board of Directors.

Section 5.3 Executive Secretary – The President may nominate, and with the approval of the Board of Directors, the Association shall employ, an Executive Secretary. The Executive Secretary shall implement the decisions of the Board of Directors and otherwise promote and carry out the objectives and purposes of the Association, as directed by the Board of Directors, and shall perform such other duties as shall from time to time be assigned to him or her by the Board of Directors, subject to the control of the Board of Directors. The terms of employment of the Executive Secretary shall be as decided by the Board of Directors, but in no event shall the Board of Directors enter into an employment agreement with the Executive Secretary for a term of employment exceeding three (3) years.

Section 5.4 Other Agents. The Board of Directors may appoint from time to time such agents as it shall deem appropriate, each of whom shall hold office at the pleasure of the Board of Directors, and shall have such authority and perform such duties, subject to the control of the Board of Directors, and shall receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.

Section 5.5 Compensation. The Association may pay its officers, agents and employees reasonable compensation commensurate with their services, and reimbursement for expenses incurred in the performance of their duties. The amount of salary and other compensation paid to each officer (if any) shall be fixed by action of the Board of Directors or the Executive Committee by the affirmative vote of a majority of the entire Board or committee (as the case may be).

Section 5.6 Class C Representative. The Board shall appoint a Class C Representative, who shall serve the Board and the Association for a two (2) year term, reporting on the health of Class C membership (including reporting with respect thereto at the annual meeting of Members), organize and aid in the day's operation at the annual assistant golf course superintendents' golf meeting, and supply information that might aid or be of use to the Association. The Class C Representative shall be a current Class C Member. The Class C Representative shall not, by virtue of such position, be an officer or director of the Association.

ARTICLE VI

Indemnification

Section 6.1 Indemnification of Directors and Officers. Except to the extent expressly prohibited by the N-PCL:

(a) The Association shall promptly indemnify each person who is a present or former director or officer of the Association or member of a committee established pursuant to

Article IV (or such person's executor, administrator or personal representative) who was or is made, or is threatened to be made, a party to any action or proceeding, whether civil or criminal (including any action brought by or in the right of the Association), or who is a subject of a government investigation, by reason of the fact that such person (or such person's testator or intestate) (i) is or was a director, officer or committee member, or (ii) in the case of a present or former director or officer, serves or served, at the request of the Association, as a trustee, director or officer of any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against any and all liabilities, damages, losses, judgments, fines (including excise taxes assessed with respect to an employee benefit plan pursuant to applicable law), amounts paid in settlement and expenses (including attorneys' fees, reasonably incurred) in connection with such action or proceeding, or any appeal from such action or proceeding, or government investigation, except where a judgment or other final adjudication adverse to such person establishes that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

(b) The Association shall advance or promptly reimburse upon request of a person referred to in Section 6.1(a) all expenses, including attorneys' fees, reasonably incurred by such person in connection with any action, proceeding or government investigation of the kind referred to in Section 6.1(a) in advance of the final disposition thereof, subject to, should the Board of Directors so require, receipt of a written undertaking by or on behalf of such person to repay such amounts if such person is ultimately found not to be entitled to indemnification under this Article VI or otherwise or, where indemnification is granted, to the extent the expenses so advanced or reimbursed exceed the amount to which such person is ultimately determined to be entitled, provided that such person shall cooperate in good faith with any request of the Association that common counsel be used by parties to any action, proceeding or government investigation who are similarly situated unless to do so would be inappropriate because of actual or potential differing interests between such parties.

Section 6.2 Additional Indemnification. The Association, by a resolution of the Board of Directors or the Executive Committee or an agreement approved by the Board of Directors or Executive Committee, in each case specifically acknowledging the provisions of this Article VI, may, to the fullest extent permitted by applicable law, indemnify and advance or reimburse expenses to any person, including a person entitled to indemnification pursuant to Section 6.1 and employees and agents of the Association, including indemnification of the same scope, to the same effect, and granting the same rights, as the indemnification of directors and officers provided by this Article VI.

Section 6.3 Interpretation. A person for whom indemnification or the advancement or reimbursement of expenses is provided for under Section 6.1 (or by a resolution or agreement authorized pursuant to Section 6.2 specifically acknowledging the provisions of this Article VI) may elect to have the provisions of this Article interpreted on the basis of the applicable law in effect either (i) at the time of the occurrence of the event or events giving rise to the action, proceeding or government investigation, to the extent permitted by law, or (ii) at the time indemnification or advancement or reimbursement of expenses is provided or sought.

Section 6.4 Contract Right.

(a) The right to be indemnified or to the advancement or reimbursement of expenses pursuant to Section 6.1, or a resolution or agreement authorized pursuant to Section 6.2 specifically acknowledging the provisions of this Article VI, (i) is a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof or of any such resolution were set forth in a separate written contract between the Association and such person, and (ii) shall continue to exist after any rescission or restrictive modification hereof or of any such resolution in each case with respect to events occurring prior thereto.

(b) If a request to be indemnified or for the advancement or reimbursement of expenses pursuant to Section 6.1, or a resolution or agreement authorized by Section 6.2 specifically acknowledging the provisions of this Article VI, is not paid in full by the Association within thirty (30) days after a written claim for such indemnification, advancement or reimbursement has been received by either the President or Secretary of the Association, and the claimant thereafter brings suit against the Association to recover the unpaid amount of the claim which is successful in whole or in part, the Association shall be obligated to pay the claimant the expenses, including reasonable attorneys' fees, of prosecuting such claim, if such claim is successful in whole or in part. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending a civil or criminal action or proceeding in advance of the final disposition thereof where the required undertaking has been tendered to the Association) that the claimant has not met the standards of conduct which make it permissible under Section 6.1 or the applicable resolution or agreement authorized under Section 6.2 for the Association to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Association. Neither the failure of the Association (including the Board of Directors or independent legal counsel) prior to the commencement of such action to have made a determination that indemnification of the claimant is proper in the circumstances because he or she, or his or her testator or intestate, has met the applicable standard of conduct set forth in Section 6.1, nor an actual determination by the Association (including the Board of Directors or independent legal counsel) that the claimant, or his or her testator or intestate, has not met such applicable standard of conduct, shall be a defense to such action or create a presumption that he or she, or his or her testator or intestate, has not met such applicable standard of conduct.

Section 6.5 Additional Rights; Definitions

(a) The indemnification or advancement or reimbursement of expenses granted pursuant to or provided by the provisions of this Article VI shall be in addition to and shall not be exclusive of any other rights to indemnification and advancement or reimbursement of expenses to which such person may otherwise be entitled by law, certificate of incorporation, bylaw, insurance policy, contract or otherwise.

(b) For purposes of this Article VI, the following terms shall have the following meanings: (i) "the Association" shall include any legal successor to the Association, including any corporation or other entity which acquires all or substantially all of the assets of the Association in one or more transactions, (ii) "person" shall include the personal

representative, testator or intestate of a person, (iii) "officer of the Association" shall include persons who are elected by the Members or the Board of Directors as officers and persons who are appointed by the Members or the Board as officers, and (iv) service "at the request of the Association" shall include serving any corporation or other enterprise which may be specified by resolution of the Members, the Board or the Executive Committee, any corporation, partnership, joint venture, trust or other enterprise of which fifty percent (50%) or more of the voting power or economic interest is held, directly or indirectly, by the Association, or any employee benefit plan of the Association.

Section 6.6 Modification. If any provision of this Article VI is determined to be unenforceable in whole or in part, such provision shall be modified so as to be enforceable, to the maximum extent allowed by law, and as so modified be enforced to the fullest extent permissible, it being the intent of this Article VI to provide indemnification to all persons eligible hereunder to the fullest extent permitted under law.

Section 6.7 Insurance. To the extent permitted by the N-PCL, the Association may purchase and maintain insurance, at its expense, to indemnify (i) the Association against any obligation which it incurs as a result of these Bylaws or any indemnification resolution or agreement, (ii) its directors, officers, employees and agents in instances in which they must or may be indemnified by the Association pursuant to these Bylaws or any indemnification resolution or agreement, and (iii) its directors, officers, employees and agents in instances in which, for any reason, they are not, or may not be, indemnified by the Association.

ARTICLE VII

Miscellaneous Provisions

Section 7.1 Fiscal Year. The Board of Directors shall from time to time determine the fiscal year of the Association.

Section 7.2 Records. The Association shall keep as permanent records minutes of the proceedings of its Members, Board of Directors and Executive Committee and minutes or other records of any other committee with authority to act for the Board of Directors. The Association shall maintain a copy of the following records at its principal office: (1) certificate of incorporation and all amendments thereto currently in effect; (2) these Bylaws and all amendments to these Bylaws currently in effect; (3) minutes and records described in this section; (4) a list of the names and addresses of all Members and directors; and (5) the number of capital certificates, if any, held by each Member and the dates when they respectively became the owners of record thereof.

Section 7.3 Construction. As used in these Bylaws, the word "including" and its variants shall mean "including, without limitation."

ARTICLE VIII

Amendments

Except as otherwise required (i) by Section 702 of the N-PCL (regarding amending these Bylaws to change the number of directors or taking action to change the number of directors, which, when such amendment or action is being made or taken at a meeting of the Board, requires approval by a vote of the majority of the entire board), (ii) by Section 709 of the N-PCL (regarding adding or deleting, at a meeting of the Members, a provision which sets the proportion of directors that shall constitute a quorum or the proportion of votes of directors which shall be necessary for the transaction of business or of a specified item of business at a level greater than that set by the N-PCL, which requires approval by a vote of two-thirds (2/3) of the Members entitled to vote), or (iii) by other provisions of applicable law, these Bylaws may be amended, added to or repealed by the Members by vote of a majority of the Members present at a meeting at which a quorum is present, or by the Board of Directors by the vote of a majority of the directors present at a meeting at which a quorum is present, or by unanimous consent of the Members or the Board of Directors pursuant to the provisions of these Bylaws.

[remainder of page intentionally left blank]

Annex A

Classification of Directors

First Class of Directors:

[insert]

Second Class of Directors:

[insert]

Third Class of Directors:

[insert]

Immediate Past President:

Eric O'Neill

[*confirm class assignments, and that all directors (other than the Immediate Past President) are assigned into a class*]