

AMENDED AND RESTATED BYLAWS
of
THE FBI [Louisville] CITIZENS ACADEMY ALUMNI ASSOCIATION
As adopted on [4/28/2024]

PREAMBLE

FBI National Citizens Academy Alumni Association (FBINCAAA) is a nonprofit, all volunteer organization that works in partnership with the Federal Bureau of Investigation (FBI) on community outreach programs to promote public safety and security through community engagement, education, and service initiatives. The FBI operates the FBI Citizens Academy (FBICA) Program that gives business, religious, civic, and community leaders an inside look at the FBI. Graduates of the FBICA Program become eligible to join one of FBINCAAA's Affiliate Chapters, which exist to perpetuate the benefit of the FBICA Program and further the community outreach mission of the FBI. FBINCAAA serves as the governing authority overseeing participation in the FBINCAAA Program (CAAA Program) as well as adherence to the FBINCAAA Program Requirements. The CAAA Program enjoys a unique community outreach partnership with the FBI, which necessitates Members to adhere to FBI security requirements in order to grant periodic and privileged access to information including advance knowledge of the location of FBI personnel.

ARTICLE I – PURPOSE

1.1 Name. The name of the corporation is FBI [Louisville] Citizens Academy Alumni Association (“Affiliate Chapter”) and is dedicated to the exclusive purpose of participation in the CAAA Program.

1.2 Purpose. The purpose of Affiliate Chapter is to further the community outreach efforts of the FBI and operate in accordance with the guidelines set forth in its Articles of Incorporation, these Bylaws, the Memorandum of Agreement entered into annually by and between Affiliate Chapter and the FBI (the “MOA”), and the Chapter Affiliation Agreement (CAA) entered into by and between Affiliate Chapter and FBINCAAA including all FBINCAAA requirements for the CAAA Program (FBINCAAA Program Requirements).

1.3 Principal Office and Other Offices. The principal office and the known place of business of Affiliate Chapter are listed in Affiliate Chapter's Articles of Incorporation. Affiliate Chapter may change its mailing address and principal office, or adopt other and additional offices, as the Board of Directors of Affiliate Chapter (the “Board”) may designate from time to time.

1.4 Records. Affiliate Chapter shall keep correct and complete books and records of account and shall also keep the minutes of all meetings of the Board, its Members and committees, and shall keep at its registered or principal office a record giving the names and addresses of all those entitled to vote. All books and records of Affiliate Chapter may be inspected by any Member in good standing, or his agent or attorney or by a person duly authorized on behalf of the FBI, upon request, for any purpose at any reasonable time.

1.5 Logo and Disclaimer. For communications and any public display, Affiliate Chapter shall utilize a logo for brand recognition purposes in such form as designated in the FBINCAAA Program Requirements or as otherwise approved by FBINCAAA and as amended from time to time. Any usage of the name “Federal Bureau of Investigation” or acronym “FBI”, either alone or in conjunction with any depiction of the FBI Seal, is required to be approved in advance by a person duly authorized on behalf of the FBI. All communications including, but not limited to, letterhead, websites, business cards, emails and newsletters shall include the following disclaimer: "FBI (Louisville) Citizens Academy Alumni Association is a nonprofit organization separate and apart from the FBI”.

1.6 Nonprofit Status. The FBI [Louisville] Citizens Academy Alumni Association is a publicly supported charitable organization, intended to be, and shall be operated and conducted as, an organization which is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (the “Code”). Affiliate Chapter shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. Affiliate Chapter is organized and shall be operated exclusively as a Not-for-Profit Corporation for charitable and educational purposes as specified in Section 501(c)(3) of the Code, or the corresponding Section of a future Federal Tax Code. Affiliate Chapter shall not be operated for profit, but rather shall be operated exclusively for charitable purposes.

Affiliate Chapter is not for profit, and as such Affiliate Chapter does not afford pecuniary gain, incidentally or otherwise, to its members. Thus, no part of the net earnings of Affiliate Chapter shall inure to the benefit of its directors, officers, members, or other private individuals, except that Affiliate Chapter may pay reasonable compensation for services rendered and make payments and distributions in furtherance of its charitable purposes as set forth herein.

Affiliate Chapter is an organization that does not participate or intervene, in any manner, in any political campaign on behalf of or in opposition to any candidate for public office. No substantial part of the activities of Affiliate Chapter shall constitute the carrying on of propaganda, or otherwise attempting to influence legislation.

Affiliate Chapter's service to the community shall be unrestricted based on considerations of physical handicap, national origin, race, color, creed, gender, age, religion, marital status, sexual orientation and status with regard to public assistance.

As a 501(c)(3) charitable organization, all payments of any type or description made to Affiliate Chapter constitute tax deductible contributions to the extent permitted by the Code. Accordingly, all payments received, including but not limited to membership dues, donations and event registration fees, are non-refundable at any time or under any circumstance.

1.7 Fiscal Year. Affiliate Chapter's fiscal year shall commence on the first day of January of each year and end on the last day of December of the same year.

1.8 Adherence to FBINCAAA Program Requirements. Affiliate Chapter shall comply with all FBINCAAA Program Requirements as determined and directed by FBINCAAA. FBINCAAA Program Requirements consist of all requirements for participation in the CAAA program as determined by FBINCAAA in its sole and absolute discretion, as communicated to Affiliate Chapter or published on fbinceaa.org. Affiliate Chapter shall act only in the best interests of the CAAA program, cooperating closely with FBINCAAA to advance FBI community outreach efforts. In the event of a conflict between these Bylaws or any policy of the Board with the CAA or FBINCAAA Program Requirements, the CAA and FBINCAAA Program Requirements shall prevail.

ARTICLE II - DEFINITIONS

2.1 Definitions. The following terms have the meanings specified in this Article II.

“Articles of Incorporation” or “Articles” means Affiliate Chapter’s Articles of Incorporation that were filed in accordance with the laws of the state or other jurisdiction pursuant to which Affiliate Chapter was incorporated.

“ASAC” means any Assistant Special Agent in Charge of the FBI’s [Louisville] Division designated by the SAC to act on the SAC’s behalf for purposes of interaction with Affiliate Chapter.

“Board of Directors” or “Board” means the Members elected pursuant to these Bylaws to preside over Affiliate Chapter. Members of the Board are referred to collectively as “Directors” and individually as a “Director.”

“FBI Designee(s)” means the individual(s) designated by the SAC to act on the SAC’s behalf for purposes of interaction with Affiliate Chapter. Unless specified otherwise by the SAC, the FBI Designee shall be the FBI’s [Louisville] Division Community Outreach Specialist.

“FBI” means the Federal Bureau of Investigation operating under the jurisdiction of the United States Department of Justice.

“FBI [Louisville] Citizens Academy” or “Academy” means the educational outreach program sponsored, produced, and controlled by the FBI’s [ChapterName] Division, which is offered to community members selected by the FBI.

“FBI’s [Louisville] Division” means the FBI’s [ChapterName] Division Field Office, which includes any resident agencies (RA’s) located throughout the state or other jurisdiction in which Affiliate Chapter is incorporated.

“Graduate of the Academy” means any individual who has successfully graduated from any FBI Citizens Academy program and who has not had such status suspended or revoked.

“Member” means a Graduate of the Academy who is not prohibited from membership, has provided affirmative advance consent to membership, meets all requirements to be a Member as provided herein and in the CAAA Program Requirements, and has been accepted into membership of Affiliate Chapter.

“Officer(s)” means the Directors elected to serve as officers of Affiliate Chapter pursuant to Article VII.

“SAC” means the Special Agent in Charge of the FBI’s [Louisville] Division.

“Transferee” means a graduate of any FBI Citizens Academy who is inducted into membership in Affiliate Chapter in accordance with such policies as adopted by Affiliate Chapter from time to time.

“Team” refers to a group of volunteers working together under the direction, control and supervision of a member of the Board to fulfill an operational or administrative role, project or task. Members of a Team may include other Board members, non-Board Affiliate Chapter members, and also non-member industry expert volunteers when necessary to assist with a specific task or project.

ARTICLE III – MEMBERS

3.1 Classes of Members. Affiliate Chapter shall have one class of Members. All references to “Members” in these Bylaws shall refer only to FBICA graduates meeting the FBINCAAA Program Requirements for acceptance into membership.

3.1.1 Prior to being accepted into membership, FBICA graduates must complete a membership application as approved by FBINCAAA. No person shall become a Member solely on the basis of graduation from the Citizens Academy. A Transferee may be inducted as a Member of Affiliate Chapter only upon compliance with the FBINCAAA Program Requirements. Members must at all times be a graduate of an FBI Citizens Academy who has not had such status suspended or revoked and be certified by the FBI for entry to FBI facilities and be in compliance with any then applicable FBI security requirements in the sole and absolute discretion of the FBI (the “FBI Requirements”).

3.1.2 By majority vote, the Board may establish one or more levels of membership which will be distinguished by the amount of dues for each such level. The dues amount, timing and frequency of payment shall be determined by a majority vote of the Board. Membership is subject to renewal by payment of dues each calendar year, unless previously granted Life Member status. When an existing Member renews his or her membership, unless he or she makes a designation to the contrary, his or her membership level will remain the same as it was during the period immediately prior to renewal. Membership level designations may be changed at the time of renewal as set forth in these Bylaws or determined by the Board. A Member may change his or her designated membership level at any other time upon payment of the applicable dues amount for the calendar year in which such change is desired. Membership dues shall not be refunded or pro-rated at any time or for any reason.

3.1.3 Any person in the past or present receiving compensation for services performed directly for the FBI, including any present or former FBI employee, agent, or personnel, or a present FBI contractor or subcontractor, is prohibited from being a Member regardless of whether such person has graduated from an FBI Citizens Academy.

3.1.4 Upon notification from the FBI, Affiliate Chapter will suspend or revoke, as appropriate in the circumstances, any non-compliant Member pending subsequent notification of compliance from the FBI. A Member who has not timely paid his or her dues or has otherwise failed to timely comply with all requirements of these Bylaws as may be applicable from time to time shall have all membership rights suspended pending payment and/or compliance. Rights of Members as provided in Section 3.3 below are suspended and do not apply to non-compliant Members. Noncompliant Members are not permitted to serve as a Director, Officer, General Counsel, advisor to the Board, or any member of a Committee or Team. Any person so serving at the time of non-compliance shall be, and is hereby, removed from service.

3.1.5 Affiliate Chapter irrevocably grants FBINCAA nonexclusive authority to disqualify and remove any person(s) from participation in the CAAA Program upon notification from FBINCAA General Counsel. Affiliate Chapter agrees to immediately take action as needed to conform with the specified terms and effect. A person so removed may be reinstated only upon unanimous consent of the Boards of Directors of both Affiliate Chapter and FBINCAA.

3.2 Dues. The amount of annual or Life membership dues will depend on one's membership level as provided in Sections 3.1.1 and 3.1.2. A Member in "good standing" is defined as a Member who has paid his or her annual dues for the applicable period, who is in compliance with these Bylaws, all applicable FBINCAA Program Requirements, an individual who meets all applicable FBI Requirements.

3.3 Rights of Members. No Member is an agent of Affiliate Chapter or has the authority to act for Affiliate Chapter solely by virtue of being a Member. Any Member who takes any action or purports or attempts to bind Affiliate Chapter in violation of this provision shall be solely responsible for any loss and/or expense incurred by Affiliate Chapter as a result of such unauthorized action, and such Member shall indemnify and hold harmless Affiliate Chapter with respect to such loss and/or expense. Each Member in good standing shall have only the following rights, privileges, and responsibilities:

3.3.1 To attend and participate in all annual and special meetings of the Members and to join in recommendations to the Board with respect to the carrying out the goals and purposes of Affiliate Chapter.

3.3.2 To receive reports from the Board at the annual or any special meetings of the Members with respect to the general affairs of Affiliate Chapter.

3.3.3 To serve as a member of a Team of Affiliate Chapter, if so elected or appointed.

3.3.4 To cast one vote for any question properly put to a vote of the Members at any annual or special meeting of the Members.

3.3.5 To serve on the Board if so elected in accordance with Article VI.

Members shall at all times be in compliance with all policies as may be adopted by either the FBINCAAA or the Board from time to time, including, but not limited to the FBINCAAA Program Requirements. Members shall affirmatively subscribe in writing to such policies as a condition of membership. Any Member not in compliance with adopted policies is subject to discipline by the Board, including, but not limited to, suspension or termination of membership.

3.5 Termination of Membership. The Board, in its absolute discretion by majority vote, may suspend or terminate the membership of any Member who: 1) is not in compliance with any adopted policy or the FBINCAAA Program Requirements; 2) becomes ineligible for membership; or 3) who shall be in default in the payment of any dues or other sums owing to Affiliate Chapter; or 4) for such other or further reason as the Board may determine in its absolute discretion.

3.6 Resignation. A Member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the Member of the obligation to pay any dues, assessments, or other charges theretofore accrued and unpaid. Membership dues shall not be pro-rated and are non-refundable.

3.7 Reinstatement. Upon written request signed by a former Member and filed with the Secretary, the Board may, with the concurrence of a person duly authorized on behalf of the FBI, reinstate the expelled Member to membership upon such terms as the Board may deem appropriate by a majority vote of the Board.

3.8 Transfer of Membership. Membership in Affiliate Chapter is not transferable or assignable, voluntarily or by operation of law. Any purported or attempted transfer, assignment, or encumbrance shall be void and of no effect.

ARTICLE IV - MEETINGS OF THE MEMBERS

4.1 Annual Meeting. An annual meeting of the Members may be held at such time, on such day, and at such place as shall be determined by the Board for the purpose of reports from the President or the Board, and the transaction of such business as may come before the meeting. Notification shall be by electronic mail, facsimile, or first-class postal service mailed no fewer than ten (10) calendar days prior to the date of the meeting. Such notice shall contain the date, time, and place of the meeting.

4.2 Special Meeting. A special meeting of the Members may be held at such time, on such day, and at such place as shall be determined by a majority vote of the Board. Notification shall be by electronic mail, facsimile, or first-class postal service mailed no fewer than ten (10) calendar days prior to the date of the meeting. Such notice shall contain the date, time, place and purpose of the meeting. Only subjects listed on the agenda shall be acted upon at the meeting.

ARTICLE V - BOARD OF DIRECTORS

5.1 Directors. Service as a Director is limited to Members in good standing who meet all qualifications set forth in these Bylaws and in the FBINCAAA Program Requirements. The number of Directors of the Board shall be no less than three (3) and no more than twenty (20). The number of Directors may otherwise be increased or decreased by amendment to these Bylaws, in accordance with the Articles and the applicable laws of the state or other jurisdiction pursuant to which Affiliate Chapter was incorporated. General Counsel shall also serve on the Board in a non-voting advisory role, provided that the General Counsel shall not be included within the definition of the term "Director" or "Officer" as used in this Bylaws.

Any person in the past or present receiving compensation for services performed directly or indirectly for the FBI, including any present or former FBI employee, agent, or personnel, or a present FBI contractor or subcontractor, is prohibited from service as an Officer, Director or Team participant of Affiliate Chapter regardless of whether such person has graduated from an FBI Citizens Academy. Persons who are elected public officials, or actively seeking election to a public office, are prohibited from service as an Officer, Director or Team participant of Affiliate Chapter. Any person residing in the same household with a person who is prohibited from service as an Officer, Director or Team participant of Affiliate Chapter is also prohibited from service.

5.2 General Powers. Subject to the limitations of these Bylaws, the Articles, and the laws of the state or other jurisdiction pursuant to which Affiliate Chapter was incorporated, the Board shall manage the affairs of Affiliate Chapter and exercise (or direct the exercise of) all corporate powers of Affiliate Chapter. Except as excluded or restricted by the Articles or these Bylaws, the Board shall have and exercise such additional powers as may be enjoyed and exercised by law. The Board may engage in such acts that are in the best interests of Affiliate Chapter and that are not in violation of any FBINCAAA Program Requirement. No Director shall have any right, title, or interest in or to any property of Affiliate Chapter.

5.3 Affiliations. Because Affiliate Chapter carries the FBI name, its affiliation with other entities could affect the interests of the FBI. Therefore, to ensure Affiliate Chapter is acting in the best interests of both the FBI and Affiliate Chapter, the FBI must be consulted in advance of all proposed affiliations. Affiliate Chapter shall not lend its name for independent use by any affiliate.

5.4 Restriction on Powers. Except upon the majority vote of the Board: (i) no sale, conveyance, or lease shall be made of any real property of Affiliate Chapter; (ii) no mortgage, pledge, encumbrance, lien, or charge of any kind shall be created or assumed upon any real property of Affiliate Chapter (whether now owned or hereafter acquired), except liens for taxes not yet due or which are being contested in good faith by appropriate proceedings; and (iii) no debt for borrowed money shall be incurred.

ARTICLE VI - ELECTIONS AND MEETINGS OF THE BOARD OF DIRECTORS

6.1 Election and Term of Service. Any person eligible to serve as a Director pursuant to Section 5.1, is eligible to be elected as a Director by a majority vote of the Board after consultation with the FBI. Each Director who is elected shall serve and hold office until the expiration of their term, or until such person's death, resignation, incapacity, or removal. Elections of Directors and Officers may be held as needed for service during the current calendar year. Annual elections for terms of service beginning on January 1 of the following year must be held within sixty (60) days prior to the end of the current calendar year. There shall be no cumulative voting among Directors, and voting shall be on a per person basis, without use of a slate of candidates. Subject to shorter aggregate term of service limitation as herein provided or as set forth in the FBINCAAA Program Requirements, Directors are eligible to be elected annually for a calendar year term. No person may simultaneously serve as a Director of more than one (1) Affiliate Chapter.

As a prerequisite to service, any person affirmatively voted to be a Director, General Counsel or as an advisor to the Board shall complete all required training as specified by FBINCAAA within sixty (60) days prior to attendance at their first Board meeting. All persons serving as a Director shall annually complete all required training courses as directed in the FBINCAAA Program Requirements or located online in the Training and Workshops section of the FBINCAAA website (fbincaaa.org). Candidates for service must attend an FBINCAAA onboarding session as well as complete mandatory Chapter orientation.

Unless a future date is specified for service to begin, service as a Director begins upon the date of attendance at the first board meeting following election and continues until the end of the calendar year. Directors are eligible to serve up to an aggregate of eight (8) calendar years as measured from the January

1 nearest to the time of initial election. Any partial year of service less than six (6) months in duration shall not be counted against the permitted years of service. After a person has completed eight (8) years of service as a Director, such person is automatically removed from the Board (unless such person is then the sole remaining Director) and may not thereafter be re-elected as a Director regardless of the passage of time. Service limitations are measured in calendar years from the January 1 nearest to the time service began. For example, if service begins prior to July 1, the current calendar year is counted as a full year of service. If service begins July 1 or after, the current calendar year is not counted toward service limitations.

Members in good standing remain eligible for service on one or more Teams without application of any term of service limitation.

6.2 Attendance at Board Meetings. No person other than a Director, Officer, General Counsel or FBI employee may attend more than one (1) meeting of the Board or Executive Committee during each calendar year. This prohibition includes all other advisors regardless of title or form. Email or other electronic communications intended for exclusive transmittal to the Board shall not be regularly transmitted to any person who is not a Director, General Counsel, FBI Employee or FBINCAA Director or member of an FBINCAA Team.

6.3 Appointment of General Counsel. The President shall appoint as General Counsel one or more licensed attorneys who is an FBI Citizens Academy graduate and otherwise meets all requirements for service as a Director. General Counsel serves on the Board of Directors and the Executive Committee in a non-voting advisory role. While a member of the Board, General Counsel shall neither serve as nor be included in the definition of a Director or Officer. No term of service limitation shall apply to General Counsel. Any person(s) serving as General Counsel shall be qualified to practice law in one or more jurisdictions in the United States. With the approval of the Board, the person(s) appointed shall serve as General Counsel to Affiliate Chapter and shall serve at the pleasure of the Board, with the requirement of an annual vote of the Board to retain or not retain each person serving as General Counsel. General Counsel shall continue service for the following calendar year subject to approval by a majority vote of the Board. In the event that a majority of the Board fails to affirmatively retain a person serving as General Counsel, such General Counsel shall be removed from service. No person may simultaneously serve as a Director and General Counsel.

6.4 Vacancies. Any vacancy occurring in the Board may be filled by a majority vote of the remaining Directors, after consultation with the FBI. Any vacancy to be filled by reason of an increase in the number of Directors shall be filled by a majority vote of the Board and after consultation with the FBI. The term of any elected Director shall be determined pursuant to the provisions of section 6.1 hereof.

6.5 Voting; Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Except as otherwise provided herein, any vote of the Board shall require that a quorum of Directors be present or be eligible to vote in absentia. If a Director is unable to attend a meeting at which a vote is conducted, the Director may vote via absentee ballot, by proxy granted to any other Director, or pursuant to any method approved by the President. Once a quorum has been established, it shall stand for the duration of the meeting, attendance attrition notwithstanding.

6.6 Information Action by the Board of Directors. Any action which may be taken at a meeting of the Board, or at a meeting of any committee of the Board, may be taken without a meeting upon execution of a written consent setting forth the action to be approved, or by motion made and seconded via electronic mail. Agreement to such consent or motion may be executed in counterparts, or may be affirmatively indicated through electronic mail provided that such consent or motion is approved by a majority of the entirety of the Board, or by all members of the committee, as the case may be. Written consents shall be filed with the Secretary of Affiliate Chapter. Insertion in the official records of Affiliate Chapter, where applicable, shall be deemed filing of the record of action with the Secretary. Written consent executed

pursuant to this Section 6.6 may be executed in any number of counterparts and shall be deemed effective as of the date set forth therein.

6.7 Regular Meetings. The President shall determine the time, date, and place of any regular meeting of the Board and shall preside as chairperson of all such meetings. Members of the Board shall use their best efforts to attend all regular meetings.

6.8 Special Meetings. The President, or no less than one-third of the Directors, may call a special meeting of the Board. The special meeting shall be held at the time, date and place specified in the notice of meeting, and it may be called for any purpose or purposes. The notice of the meeting shall meet the notice requirements set forth in Section 6.9.

6.9 Notice of Meetings; Waiver of Notice. All meetings of the Board shall be held upon the provision of at least five (5) calendar days written notice stating the time, date, and place of the meeting, to each Director and the FBI Designee, either personally or by mail, electronic communication, or facsimile, at the direction of the President, Secretary, Officer, or person calling the meeting. Notices made by electronic means as provided herein shall provide electronic access credentials and information for same.

Notice sent by mail shall be deemed to be delivered three (3) business days after deposited in the United States mail and addressed to the Director's address as it appears on the records of Affiliate Chapter. Notice sent by electronic communication shall be deemed to have been given at the time the transmission is initiated by the sender. Notice by facsimile shall be deemed given when transmitted to a facsimile number designated by the intended recipient.

The business to be transacted at, or the purpose of, any meeting of the Board shall be specified in the notice or waiver of notice of such meeting.

Any waiver of notice executed by a Director need not specify the time, place, or purpose of the meeting.

6.10 Compensation. No person serving as a Director, Officer, General Counsel or other advisor to the Board, or any member of a Committee or Team shall be paid compensation for their service to Affiliate Chapter. No person other than an FBI employee who derives compensation for either services to Affiliate Chapter or in connection with their participation in the CAAA Program may attend any meeting of the Board. No paid personnel or assistants shall be allowed as a substitute for performance of expected Director or Officer duties. Director and Officer duties may be supplemented by purchase of goods and services from third party sources.

6.11 Presumption of Assent. A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action, unless his or her dissent is entered in the minutes of the meeting, or unless he or she files a written dissent with the Secretary before the adjournment of the meeting, or unless he or she forwards a dissent by registered or certified mail to the Secretary within five (5) business days of the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

6.12 Resignation. A Director may resign at any time. Such resignation shall become effective when Affiliate Chapter receives the resignation in writing.

6.13 Voluntary Suspension and Leaves of Absence. A Director who learns that he or she, or any corporation or entity within his or her control, is the subject or target of any criminal law enforcement investigation, must immediately notify the Board in writing of such fact and voluntarily suspend his or her Board membership during the pendency of the investigation. A Director may be granted a leave of absence, for a period not to exceed six (6) months. During such leave of absence, the Director shall not be entitled

to vote and shall not be counted for purposes of determination of a quorum. If a person does not return to active service as a Director prior to expiration of the period of absence, such person shall be deemed to have resigned from the Board on the day following expiration of the six (6) month period of absence.

6.14 Removal. A Director may be removed at any time, for any reason, with or without cause, by a majority vote of the Board.

6.15 Meeting Procedures. All questions of order with respect to any meeting or action of the Board, or any committee appointed hereunder shall be resolved in accordance with the latest published edition of Robert's Rules of Order, or in such another orderly manner that is deemed appropriate by the Chair of the meeting.

6.16 Meeting Decorum. The Board shall follow best and lawful practices for conducting business at Board and membership meetings. The Board shall exemplify, communicate, and enforce the expectation that meetings be conducted in an orderly and respectful manner. The Board reserves the right to excuse any Director, Officer, member, guest, member of the media, or audience participant exhibiting conduct that is disrespectful or disruptive to meeting proceedings. The Chair of the meeting has the sole responsibility to require order in a meeting. To that end, the Chair of the meeting has the authority to call a Director, Officer, or member to order, and exclude non-members. If necessary to maintain an orderly meeting, the Chair of the meeting has the authority to remove any participant from the meeting.

6.17 Executive Session. At the request of the President or by a majority of the Board, any meeting or portion of a meeting of the Board may be immediately called into executive session and be closed to attendance by any person other than the Board members and such other persons as the Board, by majority vote, determines are necessary or advisable to participate in all or any limited portion of the executive session. To preserve confidentiality and promote candid conversation, no official minutes or records of an executive session shall be kept.

6.18 Annual Affirmation. Each Director, Officer, General Counsel or other advisor to the Board and each member of a Committee or Team shall annually sign a statement which affirms their adherence to the FBINCAAA Program Requirements.

6.19 Confidentiality. In order to encourage and foster open and candid discussion at its meetings, the Board believes confidentiality must be maintained. Therefore, it is the policy of the organization that each Director must keep confidential any and all information relating to discussions at its meetings, including any and all materials, e.g., correspondence, reports, etc., unless compelled by a court of competent jurisdiction to disclose such information, or as otherwise agreed to by the Board.

6.20 Loans to Directors and Officers Prohibited. Affiliate Chapter shall not lend money to nor use its credit to provide financial assistance to its Directors, Officers, or Members. Any Director or Officer who assents to or participates in the making of any such loan or use of credit shall be liable to Affiliate Chapter for any financial loss of Affiliate Chapter resulting from any such financial assistance.

6.21 Prohibited Transactions and Promotions. Any transaction involving Affiliate Chapter in which an Officer, Director, or Member, or a person related to any such person has any personal relationship or connection to the transaction, including any financial or beneficial interest, is prohibited unless the person's relationship to the transaction decision is disclosed to the Board and any such person is not allowed to play any direct or indirect role in deliberations, vote or be present during deliberations or voting.

Because of Affiliate Chapter's special relationship with the FBI and the security requirements to which no other organization is subject, partnering with other organizations is strictly limited. Absent affirmative consent of the Board of Directors of FBINCAAA, Affiliate Chapter shall not: 1) provide

financial or physical assistance (directly or indirectly) to any other organization if a Director serves as an officer or director of such other organization; 2) promote membership in any other organization in any communication to the Members, including communications which are written, verbal, electronic mail, or utilizing the internet for website postings or social media; 3) grant access to Affiliate Chapter's membership list, directly or indirectly, in whole or in part other than to FBINCAAA; or 4) without approval of the FBI, invite any other organization to attend any gathering not open to the public at which FBI personnel will be present. FBINCAAA will only permit such activities as are in the best interests of the CAAA Program and the FBI.

ARTICLE VII - OFFICERS

7.1 Election and Term of Service. Only a currently serving Director may be elected as an officer of Affiliate Chapter. The officers of Affiliate Chapter (each an "Officer") shall consist of a President, one (1) or more Vice Presidents, a Secretary, and a Treasurer. All Officers shall be selected from the duly elected Directors in good standing and may be elected annually by majority vote of the Board. With the exception of the offices of President and Secretary, any two (2) or more offices may be held by the same person. The designation as Executive Director or any similar title is prohibited.

Unless a future date is specified for service to begin, service as an Officer begins upon election and continues until the end of the calendar year. All Officers, including the office of President, shall serve and hold office for a one (1) calendar year term, or until their death, resignation, incapacity or removal. Any Officer may be removed at any time, for any reason, with or without cause, by a majority vote of the remaining Directors. Officers may be elected by the Board and assume office at any time during a calendar year. Officers are eligible to serve consecutive one (1) calendar year terms for the entire period such person is eligible to serve as a Director. However, no person may be elected or serve as President for more than two (2) calendar years duration during the person's eligibility for service as a Director.

7.2 Vacancies. If any office becomes vacant for any reason, the vacancy may be filled by a majority vote of the Board after consultation with a person duly authorized on behalf of the FBI. The term of any Officer so elected shall be determined pursuant to the provisions of section 7.1 hereof.

7.3 Power of the Officers. Each Officer shall have, subject to these Bylaws, in addition to the duties and powers specifically set forth herein, such powers and duties as are commonly incident to such office and such duties and powers as the Board shall from time to time designate and assign to that Officer. All Officers shall perform their duties subject to the directions and under the supervision of the Board. The President may secure the fidelity of any and all Officers by bond or otherwise. Any fees associated with such a fidelity shall be paid for by Affiliate Chapter.

7.4 President. The President shall be the Chairperson of the Board and shall supervise the affairs of Affiliate Chapter, subject to the authority of the Board. The President shall preside at all Board, Executive Committee and Member meetings. In general, the President shall perform all duties incident to the office of the President and other duties as may be prescribed by the Board from time to time. The President shall see that all orders and resolutions of the Board are carried out, subject however to the right of the Board to delegate specific powers (except such as may be by statute exclusively conferred on the President), to any other Officer or Officers of Affiliate Chapter. Unless otherwise determined by the Board, the President shall have the usual duties of a chief elected officer with general supervision over the General Counsel and the affairs of Affiliate Chapter. The President shall provide an annual report at the annual meeting of the Members. The President shall be an ex-officio member of all committees.

Unless otherwise expressly provided by the Board, the President shall have authority to execute all contracts which the President believes in good faith to be in the best interest of Affiliate Chapter, make payment of all ordinary and reasonable expenses of Affiliate Chapter, and make payment of discretionary

expenses of up to One Thousand Dollars (\$1,000) without further action or approval of the Board. Annual expenditures for recurring items, including but not limited to insurance and internet-based software platforms, shall not require approval of the Board unless the annual expense is proposed to increase by greater than ten percent (10%). The President shall have authority to implement and carry out the terms of any contract approved by the Board, including the making of all payments provided for in any such contract.

7.5 President-Elect. Affiliate Chapter may, within sixty (60) days prior to the end of the current calendar year, elect a President-Elect who shall possess the powers of a Vice-President of Affiliate Chapter. If so elected, the President-elect shall be responsible for succession planning, including without limitation, familiarization with all of the duties assigned to the President and the Committees and Teams on which the President serves. The President-elect may be designated as having responsibility for any other specific area of Affiliate Chapter's affairs by the President or the Board. The President-elect shall perform the duties of the President in the absence of the President. In the absence of both the President and the President-elect, the following persons, in individual succession by the order of listing, shall perform the duties of the President for so long as such absence shall exist: any Vice President then serving in order of seniority of time served as a Director; the Secretary; the Treasurer; the Immediate Past President.

7.6 Immediate Past President. Persons serving as President, after successfully completing his or her term(s), will serve as Immediate Past President. Subject to shorter aggregate term of service limitation as herein provided or as set forth in the FBINCAAA Program Requirements, the Immediate Past President may serve until the term expires for the successor President and that successor President then becomes the Immediate Past President. Only one (1) person may serve with the designation of Immediate Past President at any given time. Unless otherwise determined by the Board, the Immediate Past President shall act as a trusted advisor to the President, will provide guidance to the Board of Directors regarding historical decision-making practices, and will have the power and perform the duties as may be directed by the President. The Immediate Past President shall sit on the Executive Committee and may be designated as having responsibility for any other specific area of Affiliate Chapter's affairs by the President or the Board.

7.7 Vice Presidents. The Board shall, in the absence or disability of the President, select, by a vote of the Board, one of the Vice Presidents to temporarily perform the duties and exercise the powers of the President for the duration of the President's inability to uphold such duties, and he or she shall perform such other duties as the Board shall prescribe and assign to him or her.

7.8 Secretary. The Secretary shall attend all meetings of the Board, all meetings of the Executive Committee, and all meetings of the Members and shall record all votes and record the minutes of all proceedings and shall perform like duties for any and all standing committees when required. The Secretary shall give or cause to be given notice of all meetings of the Members and all meetings of the Board and shall perform other duties as may be prescribed by the Board.

In the absence of the Secretary, or at the direction of the President, the minutes of all meetings of the Board, Executive Committee, and Members shall be recorded by the person designated by the President or by the Board.

7.9 Treasurer. The Treasurer shall have custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to Affiliate Chapter, and shall deposit all money and other valuable effects in the name and to the credit of Affiliate Chapter in depositories as may be designated by the Board.

The Treasurer shall disburse the funds of Affiliate Chapter as may be ordered by the Board, taking proper vouchers for such disbursements. He or she shall keep and maintain Affiliate Chapter's books (or electronic equivalent) of account and shall render to the President and Directors an account of all of their

transactions as Treasurer and of the financial condition of Affiliate Chapter, and exhibit their books, records and accounts to the President or Director at any time. He or she shall disburse funds for capital expenditures as authorized by the Board and in accordance with the orders of the President, and present to the President for his or her attention any requests for disbursing funds if in the judgment of the Treasurer any such request is not properly authorized. He or she shall perform such other duties as may be directed by the Board.

If required by the Board, he or she shall give Affiliate Chapter a bond in such sum and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his or her office and for the restoration to Affiliate Chapter, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money, and other property of whatever kind in their possession or under their control belonging to Affiliate Chapter. Any fees associated with such a bond shall be paid for by Affiliate Chapter.

7.10 Designation of Membership Coordinator. A Director shall be designated as Membership Coordinator to oversee a membership program that includes implementation of an FBINCAAA-approved membership application; maintenance of an up-to-date membership list; development of adequate procedures to maintain membership applications and other required membership records; and collection of individual membership dues from its members.

ARTICLE VIII – COMMITTEES AND TEAMS

8.1 Executive Committee. The Executive Committee will consist of the President as Chairperson, the Immediate Past President, the President-Elect (if any), the Secretary, and the Treasurer. The FBI Designee may attend as a non-voting advisor. The General Counsel shall also serve on the Executive Committee in a non-voting advisory role. The President may request attendance by any Vice President, and such other Directors as, from time to time, requested by the President. The Executive Committee shall be responsible for oversight of operational matters, policy development, and recommendations to the Board. A quorum will be a majority of the voting members of the Committee. Actions and resolutions will require a vote of the members present. The Executive Committee must report actions and resolutions promptly to the Board, but not later than at the next meeting of the Board. If at any time the Executive Committee is comprised or allows attendance of more than fifty percent (50%) of the Directors, all Directors shall be permitted to attend any applicable meetings of the Executive Committee during such time.

8.2 Nominating Committee. The responsibility of the Nominating Committee shall be to solicit nominations and submit a roster of qualified candidates for any open Officer or Director position as may exist from time to time. The Nominating Committee shall develop and submit qualified candidates to the Board as may be eligible for election no later than ten (10) days prior to any board meeting established for the election of any Officer or Director. The committee shall be comprised of not less than three (3) persons, which may include the current President, President-Elect (if any), Immediate Past President, and up to three Directors at large. The Nominating Committee shall be chaired by a Director appointed by the President, and the President shall appoint any additional members.

8.3 General Conditions and Prohibition of Other Committees. No Committees shall be formed other than the Executive Committee and the Nominating Committee. Committee members must be Directors. All committees shall keep minutes and report actions to the Board. Such minutes shall be part of the records of Affiliate Chapter. Committee members are individually or collectively subject to removal by a majority of the Board. Affiliate Chapter shall utilize Teams as provided in Section 8.4 below.

8.4 Teams. To perform operational and administrative duties, the Board may need additional help beyond the capability or availability of the members of the Board. The Board has full power to task individual, non-board member volunteers to support operations and administration in whatever capacity mutually agreed. A Team must be led by a Board member and all members of the Team must report to that Board member. The Team is an extension of the Board member, under his or her supervision, and not as a

separate existing authority. Some Teams will be long-standing while others will have a short life to accomplish a specific task and then dissolve when the assignment is fulfilled.

The President shall appoint one (1) Director to serve as the lead of each Team, subject to the approval of the Board by majority vote. Persons other than a Director shall neither lead or co-lead any Team nor be referred to in any capacity or title other than as a member of the Team. Each Team shall have members who may be selected by the respective Team leader subject to the affirmative approval of the Board. A Team may include other members of the Board (including General Counsel), Affiliate Chapter members at large, and non-member industry expert volunteers when necessary to assist with a specific task or project. Each member of a Team must execute a nondisclosure agreement prior to service unless such person is subject to a currently effective annual affirmation.

The President, subject to the approval of the Board, shall have the authority to remove any person from a Team, including the Team leader. A Team shall have no independent authority or power except for such powers, duties and responsibilities as the Board may authorize and delegate from time to time. Unless authorized by the Team leader, no other member of a Team shall have authority to speak on behalf of the Team. The Director serving as Team leader shall report to the Board on the activities of the Team. A Team is not required to keep minutes or records of meetings for the reason that the activities of the Team as reported to the Board will be reflected in the Board minutes.

ARTICLE IX - CERTIFICATES OF MEMBERSHIP AND IDENTIFICATION CARDS

Membership cards and identification cards are not allowed. Name tags (for use at Member meetings and community events) and membership certificates may be issued only in such form and design as approved by FBINCAAA.

Only currently serving Directors and General Counsel may carry business cards for use when acting on behalf of Affiliate Chapter, using only the design and vendor approved by FBINCAAA.

ARTICLE X - BANKING AUTHORITY

10.1 Signors. Affiliate Chapter shall at all times maintain at least two (2) Directors who are signors and have internet access to all financial accounts and debit/credit cards. Authorized signors shall include the President and Treasurer for all Affiliate Chapter banking purposes. No other person has signature authority unless so authorized by the President with notification to the Board.

10.2 Board Authorization. The Board may from time to time, with notification to the Treasurer, authorize and empower the President or any other Officer of Affiliate Chapter:

10.2.1 on behalf of Affiliate Chapter, to open and make withdrawals from and deposits to banking or checking accounts in any and all banks and financial institutions; to rent and have access to safe deposit boxes; and to open and maintain escrow, custody, safekeeping and agency deposits or accounts;

10.2.2 by written instrument, signed for and on behalf of Affiliate Chapter, to authorize additional agents of Affiliate Chapter to exercise all or any part of the powers set forth above, and to limit, change and terminate all or any part of such authorization;

10.2.3 by written instrument, signed for and on behalf of Affiliate Chapter, to authorize and designate the character and extent of the authorized use of facsimile signatures by any one (1) or more of the authorized signatories of Affiliate Chapter on instruments of payment or withdrawal against any banking or checking account of Affiliate Chapter; and

10.2.4 to certify from time to time: (i) the names and titles of the Officers of Affiliate Chapter; (ii) statements relating to the structure, status, and financial condition of Affiliate Chapter; and (iii) the genuineness of the signatures (whether actual or facsimile) of the officers and authorized agents of Affiliate Chapter.

10.3 Safeguards and Handling of Accounts. Any account opened with a financial institution shall be established for and on behalf of Affiliate Chapter and shall be subject to such limitations and restrictions, if any, as the Board may from time to time impose. To enhance protection of accounts and other financial assets, Affiliate Chapter shall implement the following:

10.3.1 Designate a Director other than the Treasurer to serve as leader of a Team who shall report to the Board and whose purpose is to perform periodic financial review and verification of financial transactions, account balances, bank reconciliations, financial reporting, record keeping requirements and the upload into the FBINCAAA designated internet-based storage system. The Financial Review Team shall additionally oversee adherence to any adopted budget with only those variations as those approved by Board vote.

10.3.2 Establish automatic email or text activity alerts with all financial institutions to notify of any check, debit, or withdrawal which exceeds a pre-determined amount established by the Board. Activity alerts shall be transmitted to the President, Treasurer and the leader of the Financial Review Team.

10.3.3 All pages of any bank or other account statement shall be provided monthly by Treasurer to the entire Board.

10.3.4 Maintain at least two (2) Directors with access to Affiliate Chapter's QuickBooks or other accounting program or system. The Treasurer and the leader of the Financial Review Team shall be permitted access at all times.

10.3.5 All funds of Affiliate Chapter on deposit must be insured by an available federal government deposit insurance program, and no balance to be maintained in any account which exceeds the insured amounts.

10.4 Deposits. Any funds of Affiliate Chapter represented by checks, drafts, notes, or other evidences of payment or of debt may be endorsed for credit and deposited in any of its said banking or checking accounts by written or stamped endorsement of Affiliate Chapter, without designation of the officer or agent making the endorsement, unless the Board, the President, or the Treasurer of Affiliate Chapter shall otherwise direct by notice in writing to the particular bank or financial institution involved. If such are imposed by the Board, the Treasurer shall be notified.

10.5 Documentation. The President, the Treasurer, or the Secretary of Affiliate Chapter, for and in its behalf, shall be fully authorized and empowered to prepare, certify, and deliver copies of these Bylaws, and of any and all resolutions of the Board relating to or affecting the provisions of these Bylaws, and shall be authorized to certify whether or not any such resolutions have been adopted by the Board; any bank or financial institution shall be fully warranted and protected in relying upon any certification and upon any instrument of appointment, notice or advice signed by anyone of said officers, pursuant to the provisions of these Bylaws.

10.6 Certification of Authority. The Officers empowered to act pursuant to the provisions of these Bylaws shall be those in office from time to time; and any certification, instrument of appointment, notice or advice signed by anyone of said officers, at the time certified to be in office, shall continue to remain in full force and effect, notwithstanding the expiration of his or her term of service, unless and until the bank or financial institution relying on the same shall have actually received written notice to the contrary.

10.7 Fidelity Bonds. If requested by the Board, any person entrusted with the handling of funds or valuable property of Affiliate Chapter shall furnish, at the expense of Affiliate Chapter, a fidelity bond, approved by the Board in such sum as the Board shall prescribe.

ARTICLE XI - ADDITIONAL PROVISIONS

11.1 Waiver of Notice. Whenever any notice is required to be given to any Director or Member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends such meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

11.2 Virtual and Telephonic Meetings. Any Director may virtually attend a meeting by utilizing telephonic, electronic or other communications facilities which permits all participants to communicate with each other during the meeting whenever such means of communication is reasonably available. At the discretion of the President, any meeting may be held entirely or in part by means of telephonic, electronic or other communications facilities. Meetings may utilize any combination of physical, virtual or telephonic presence as may be available and appropriate for the meeting. Any Director participating in the meeting by any allowed means shall be counted for the purpose of determining a quorum, and the participant may exercise all rights and privileges to which they might be entitled were they personally in attendance.

11.3 Loans. Affiliate Chapter shall not lend money to, or guarantee an obligation of, or otherwise assist, an Officer or other employee of Affiliate Chapter including an Officer or an employee who is a Board Member of Affiliate Chapter. Any Board Member or Officer who assents to or participates in the making of any such loan shall be liable to Affiliate Chapter for the amount of such loan until the repayment of the loan.

11.4 Discretionary Background Investigation. All candidates for positions on the Board are subject to a new or additional background investigation check by the FBI at the sole discretion of the FBI. Furthermore, a background investigation of any Director may be conducted by the FBI at any time at the sole discretion of the FBI. No person shall serve as a Board Member, Officer, committee and/or Team member upon objection by the FBI to such person so serving. Any person so serving at the time of objection shall be, and is hereby, removed from office.

11.5 Indemnification.

11.5.1 Subject to the further provisions herein, Affiliate Chapter shall indemnify any and all of its existing and former Directors and officers against all expenses incurred by them and each of them, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise, which may arise or be incurred, rendered, or levied in any legal action brought or threatened against any of them for or on account of any action or omission alleged to have been committed while acting within the scope of their role as Director or Officer of Affiliate Chapter, whether or not any action is or has been filed against them and whether or not any settlement or compromise is approved by a court. Indemnification shall be made by Affiliate Chapter whether the legal action brought or threatened is by or in the right of Affiliate Chapter or by any other person.

11.5.2 Whenever any existing or former Director or Officer shall report to the President of Affiliate Chapter that he or she has incurred or may incur expenses, including but not limited to legal fees, judgments, penalties, and amounts paid in settlement or compromise, in a legal action brought or threatened against him or her for or on account of any action or omission alleged to have been committed by him or her while acting within the scope of his or her role as a Director or Officer of Affiliate Chapter, the President shall notify the Board in writing, the Board shall, at its next regular or at a special meeting held within a reasonable time thereafter, determine in good faith whether, in regard to the matter involved in the action or contemplated action, such person acted, failed to act, or refused to act willfully or with gross negligence, or with fraudulent or criminal intent. If the Board determines in good faith that such person did not act, fail to act or refuse to act willfully or with gross negligence, or with fraudulent or criminal intent in regard to the matter involved in the action or contemplated action, Affiliate Chapter shall indemnify the

Director or Officer only as provided herein. Indemnification shall be mandatory and shall be automatically extended as specified herein.

11.6 Insurance. Affiliate Chapter shall purchase and maintain insurance on behalf of itself and any person who is or has been a director, officer, employee or agent of Affiliate Chapter against any liability asserted against Affiliate Chapter or such person and incurred in any such capacity or arising out of such person's status as such, whether or not Affiliate Chapter would have the power to indemnify such person against liability under the provisions of the not-for-profit corporation statutes of the state or other jurisdiction pursuant to which Affiliate Chapter was incorporated. At all times, Affiliate Chapter shall maintain both a "Directors and Officers" insurance policy and a "General Liability" insurance policy in a form standard in the insurance industry (the "Policies" or singularly a "Policy"). Affiliate Chapter shall maintain the Policies with limits of liability as set by the applicable FBINCAAA guidelines. The indemnification provisions of these Bylaws and recovery thereunder shall first be satisfied from the proceeds of the Policy. The assets of Affiliate Chapter shall be used to satisfy indemnification obligations not covered by the Policy. Affiliate Chapter shall procure and maintain other insurance coverages (and in such amounts) as deemed necessary and prudent by the Board determined in consultation with the Board's legal counsel to mitigate risks to Affiliate Chapter's assets.

11.7 Contracts. Except upon the majority vote of the Board, Affiliate Chapter shall not: (i) enter into any contract for performance of professional or administrative services to or for Affiliate Chapter (whether the relationship is one of employment, independent contractor or otherwise) for a stated term in excess of one (1) year unless the contract is by its terms terminable by Affiliate Chapter without cause and without continuing obligation, financial or otherwise, on not more than ninety (90) calendar days' notice; or (ii) enter into any contract or commitment not covered by subparagraph (i) above if the contract: (a) is for a stated term in excess of one (1) year; (b) obligates Affiliate Chapter for an amount in excess of the amount then remaining in Affiliate Chapter's budget for the item or services acquired pursuant to the contract; or (c) is for acquisition of products or services not in the ordinary course of Affiliate Chapter's business.

11.8 Amendments to Bylaws. These Bylaws may be amended by a two-thirds (2/3) majority vote of the Board at any regularly scheduled Board meeting, providing that notice of the proposed amendments has been provided to the Board at least ten (10) days prior to the meeting. Any changes in the Bylaws shall be supplied to the FBI Designee as soon as possible.

11.9 Governing Law. These Bylaws shall be governed by and shall be construed and enforced in accordance with the laws of the state or other jurisdiction pursuant to which Affiliate Chapter was incorporated.

11.10 Dissolution. Upon dissolution of Affiliate Chapter, all assets held by Affiliate Chapter will be distributed in accordance with a plan determined by a special meeting of the Board and approved by a majority vote of the Board, pursuant to the Internal Revenue Code provisions of 36 U.S.C. § 40706, "Distribution of assets on dissolution."

Certification

These Amended & Restated Bylaws were approved at a regular meeting of the Board of Directors of the is the FBI [Louisvi] Citizens Academy Alumni Association, by a two-thirds (2/3) majority vote

on [4/28/2024] following discussion and advance notice as provided for within these Bylaws.

DocuSigned by:

Brett Bachmann

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President
Name: _____

Brett Bachmann

DocuSigned by:

George Nix

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Secretary
Name: _____

George Nix