

**BYLAWS  
KING MARLIN SWIM CLUB BOOSTERS, INC.**

**ARTICLE I. NAME, AFFILIATION, PURPOSE AND PLACE OF BUSINESS**

1.1 Name. The name of this association will be the "King Marlin Swim Club Boosters, Inc." This is a nonprofit association, incorporated exclusively for charitable and educational purposes as the King Marlin Swim Club Boosters (hereafter referred to as "Boosters Club") to promote the health, education and welfare of the members of the King Marlin Swim Club and in pursuance, thereof, to provide the opportunity for the King Marlin Swim Club members for self-improvement and advancement.

1.2 Affiliation. The Boosters Club is affiliated with Oklahoma Swimming, an administrative division of USA Swimming, Inc.

1.3 Purpose. This Boosters Club was incorporated to provide parent education, volunteer coordination and to support the activities of the King Marlin Swim Club, while serving as a liaison to the Club. The Boosters Club's goal is to create an informed membership; maximize parent participation; provide funds to enrich the program; and facilitate the exchange of information among swimmers, coaches, parents, and the Club.

The association is organized and shall be operated for the exclusive benefit of those activities permitted for tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, or corresponding sections of applicable successor Revenue Acts. The association shall: (a) provide support for the competitive team sponsored by Boosters (b) foster USA Swimming and participate in Oklahoma Swimming (the Local Swim Committee of USA Swimming) through the development of national and international swimmers; and (c) foster sportsman-like conduct and competition.

No part of the net earnings of the association shall inure to the benefit of, or be distributable to, its members, officers, directors or other private persons, EXCEPT THAT the association shall be authorized and empowered to pay reasonable compensation for services rendered, and to make payments and distributions in furtherance of the association. No substantial part of the activities of the association shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the association shall not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these articles, the association shall not carry on any other activities not permitted to be carried on by (a) an association exempt from Federal Income Tax Section 501(c)(3) of the Internal Revenue Code, (or the corresponding provision of any future Federal Tax Code), or (b) an association, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future Federal Tax Code.

The association is one which does not contemplate pecuniary gain or profit to the directors or officers thereof and is organized for nonprofit purposes, and no part of any net earnings thereof inure to the benefit of any director or other individual.

Dedication of Assets: Upon dissolution of this association, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code (or corresponding section of any future tax code), or shall be distributed to the federal government, or to a state or local government, for public purposes.

1.4 Place of Business. The principle office for the transaction of the activities and affairs of the Boosters Club is located at any place or places within Oklahoma where the Board of Trustees, (hereafter referred to as the “Board”), designates. The Board may change the location of this office at any time.

## **ARTICLE II. BOARD OF TRUSTEES**

2.1 Composition. The management of the affairs of the Boosters Club shall be vested in a Board of Trustees (the “Board”). The Board shall determine the number of Trustees by resolution, which shall not be less than five (5) or more than seven (7). The Board may change the number of Trustees from time to time by amendment to these Bylaws provided that no decrease in number shall have the effect of shortening the term of any incumbent Trustee. As of the date of these Bylaws, the number of Trustees is five (5).

2.2 Qualifications. The Board shall include the Head Coach of King Marlin Swim Club who will be a non-elected, non-voting Board member. The remaining Trustee positions shall be filled from King Marlin Club members. No more than one adult from any member family may serve on the Board at any one time.

2.3 Nominations.

2.3.1 Nominating Committee. The Board, or a Nominating Committee appointed by the Board, will identify and recommend candidates for the Board. If appointed, the Nominating Committee shall have up to five members: the President Elect, the Head Coach, and up to three non-Trustees elected by the Board.

2.3.2 Nominations. Nominations for the Board of Trustees shall be presented from June 1 to September 30. Names of candidates may be submitted for consideration by Members or by the Board.

2.3.3 Recommendations. The Nominating Committee shall nominate and recommend one or more of the submitted names to the Booster Club for election. A nominee’s acceptance of the nomination must be known prior to placing his name on the ballot.

2.4 Election. All trustees shall be elected by ballot (which may be by email) by September 30.

2.4.1 Existing Trustees. Trustees shall serve until the Annual Meeting when their term ends.

2.5 Term of Office. Unless a Trustee dies, resigns or is removed, he or she shall hold office for 2 years or until his or her successor is elected, whichever is later, except for the retiring President who will serve an additional third year. Trustees’ terms shall be staggered so that if there are less than 5 Trustees, at least two Trustees are elected each year, and if there are more than 7

Trustees, at least three Trustees are elected each year, except the retiring President. Except as expressly authorized by the Board, no elected Trustee shall serve more than one consecutive term. The term of all Trustees elected for either full or partial terms shall start and end on the date of an Annual Meeting.

2.6 Annual Meeting of Board. The Annual Meeting of the Board shall be held as the first regular meeting of the Board after the Annual Meeting for the purpose of transacting such business as may properly come before the meeting.

2.7 Removal. A Trustee may be removed with or without cause by a two-thirds vote of the Board.

2.8 Duties of the Board.

2.8.1 They shall, at their first meeting after the Annual Meeting, elect from their number a President, a Vice-President, Secretary and Treasurer.

2.8.2 They shall exercise all corporate powers which are not inconsistent with these Bylaws.

2.8.3 They shall create such committees as are deemed necessary.

2.8.4 They shall not assume obligations for expenditures in excess of the Booster Club's cash balance.

2.8.5 They shall designate depository banks and execute such instruments as are required by the banks.

2.8.6 They shall present the annual budget and balance sheet to the membership for approval at the Annual Meeting and identify long-term funding and financial goals.

2.8.7 They shall perform any such other functions as necessary to manage the affairs of the Booster Club, including without limitation, working with the Head Coach to identify and pursue strategy and policy objectives.

2.8.8 No Trustee or Committee member shall be paid for services furnished to the Booster Club unless approved by the Board.

2.9 Special Committees. The Board may create special committees, as circumstances require. The committees shall have and exercise the authority of the Board to the extent provided in the resolution appointing the committee(s). Committees shall make such reports and take such action as may be approved by the Board.

2.10 Regular Meeting. The Board shall hold its regular meetings at such time and at such place as shall be determined by the Board.

2.11 Special Meetings. Special meetings shall be held upon call of the President or upon written request of two members of the Board, filed with the Secretary.

2.12 Notice of Meeting. Except as otherwise provided below, written notice stating the place, day and time of the meeting shall be delivered by or at the direction of the President or the Secretary, or the officers or persons calling the meeting, either personally or by email, not less than two days before the date of any Board meeting. Notice of regular meetings shall be made by providing each Trustee with the adopted schedule of regular meetings for the ensuing year at any time.

2.13 Notice of Special Meeting. In the case of a special meeting, the email notice shall also state with reasonable clarity the purpose or purposes for which the meeting is called and the actions sought to be approved at the meeting. No business other than that specified in the notice may be transacted at a special meeting.

2.14 Waiver of Notice. A Trustee may waive notice in the form of a record (including by electronic transmission) whether before or after the time stated in the notice; no detail of the meeting's purpose need be stated in the waiver. A Trustee's attendance at a meeting constitutes waiver of notice, unless the Trustee is attending for the purpose of objecting to meeting not being lawfully called.

2.15 Open Meetings. No Board meeting shall be closed to a member in good standing.

2.16 Executive Session. At times, the Head Coach of the King Marlin Swim Club, by the nature of his/her position as coach and/or employee of the Club, may have an actual or potential conflict of interest in discussing particular issues. If the Board determines by majority vote that an actual or potential conflict of interest exists in discussing a particular issue with the Head Coach present, the Board may move into executive session during which the Head Coach will not participate. The Board will remain in executive session only until the particular issue in which the conflict exists is discussed or voted upon.

2.17 Telephonic Meetings. Trustees (or any committee designated by the Board) may participate in a meeting of such Board (or Committee) by telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

2.18 Quorum. A quorum shall consist of at least a majority of the Board. Questions voted shall be decided by a simple majority of those present. The act of the majority of the Trustees present at a meeting at which there is a quorum shall be the act of the Board, unless the vote of a greater number is required by these Bylaws, the Articles of Incorporation or applicable Oklahoma law.

2.19 Indebtedness. The Board shall not borrow any amount over \$2,500.00 without membership approval.

2.20 Rules. The Board may establish rules relating to the operation or use of the Boosters Club, including without limitation rules related to delinquent payments of dues or assessments and rules related to member conduct (the "Rules"). The Board may amend or revise the Rules from time to time.

### **ARTICLE III. OFFICERS**

3.1 The officers of the Boosters Club shall consist of a President, Vice President, Secretary, Treasurer, Past President and Head Coach of the King Marlin Swim Club. Only Trustees may be officers.

3.1.1 President. The President shall preside at all meetings of the membership and of the Board of Trustees. He/she shall be the administrative officer and appoint all special

committee chairmen, and be an ex-officio member of all committees. The President-elect is the current Vice President of the Board of Trustees. In the event the President-elect is unable to assume office a President will be elected by the Board. The President, upon retirement, will serve an additional third year as a voting member of the Board of Trustees.

3.1.2 Vice President. The Vice-President shall serve in the absence or disability of the President and during such time shall have all of his/her duties and powers. The Vice President shall be responsible for specific activities assigned by the President or the Board.

3.1.3 Secretary. The Secretary shall keep the minutes, attend to the correspondence, send out all notice of meetings and perform such other duties as may be fixed by the Board.

3.1.4 Treasurer. The Treasurer shall, manage the finances of the Boosters Club, report to the Board on the status of the Booster Club finances and perform such other duties as fixed by the Board and, with the assistance of the President, Vice President and Head Coach, prepare the annual budget.

#### **ARTICLE IV. MEMBERS**

4.1 Definition of Member. A member ("Member") of the Boosters Club is defined as each family of one or more children who participate in King Marlin Swim Club sponsored activities, or past members of the Boosters Club who desire to remain active in the Boosters Club.

4.2 Definition of "a member in good standing." A member in good standing ("Member in Good Standing") is defined as a Member who has paid all dues and assessments of the King Marlin Swim Club in full on the day of any Member meeting and who is current in his/her workshare obligation.

4.3 Voting Rights.

4.3.1 Each Member in Good Standing is entitled to one vote on each issue submitted to the Members.

4.3.2 At each election of Trustees, each Member in Good Standing is entitled to cast one vote for each position where a Trustee running, whether such position is contested or not. Election of Trustees shall not be by cumulative voting.

4.4 Membership Meetings.

4.4.1 Rules. Roberts Rules of Order shall prevail at all membership meetings.

4.4.2 Annual Meetings. At such time as shall be fixed by the Board, but in any event not later than the fourth Monday of September of each year, the Booster Club shall hold its regular Annual Meeting for the purpose of approving the budget and for such other business as may properly come before it. Notice of annual meetings shall be mailed or emailed to the Members at least ten (10) days prior to the date thereof. Notice shall be sent to the last known address of the Member. An email ballot election of Trustees may

be conducted prior to the Annual Meeting. Notice of nominations with return ballots shall be emailed to last known email address of all Members in Good Standing with a ballot return required within ten days after ballot mailing.

4.5 Special Meetings. The Board of Trustees, following proper notice, may call special meetings of the membership as it deems necessary or appropriate ("Special Meetings"). Special meetings may also be called upon the request, in writing, of 25% of the current members in good standing. Such written requests shall be filed with the Secretary who shall call said meeting within thirty days after the time of the filing of the request.

In the case of a special meeting, the written notice shall be provided by mail or email at least ten days prior to the date of the Special Meeting and shall also state with reasonable clarity the purpose or purposes for which the meeting is called and the actions sought to be approved at the meeting. No business other than that specified in the notice may be transacted at a Special Meeting.

4.5.1 Notice of Regular Meetings. Notice of regular meetings for Members other than the Annual Meeting shall be made by providing each Member with the adopted schedule of regular meetings for the ensuing year at any time after the Annual Meeting and ten days prior to the next succeeding regular meeting and at any time when requested by a Member.

4.6 Quorum. A quorum for a Member meeting shall be ten percent of the Members. Questions voted shall be decided by a majority of those Members present.

4.7 Eligibility. In order to participate in the business of the Booster Club or to hold office, a Member must be a Member in Good Standing. A non-member of the Booster Club can serve on a committee if approved by a majority vote of the Board.

4.8 Waiver of Notice. Notice of any Members' meeting may be waived in writing by any member at any time, either before or after the meeting. The attendance of a Member in person or by proxy at a meeting shall constitute a waiver of notice of the meeting, except when a Member attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

4.9 Proposed Merger, Consolidation, Sale, Lease, Exchange, or Disposition. If the business to be conducted at any meeting includes any proposed merger, or consolidation, or any sale, lease, exchange, or other disposition of all or substantially all of the property and assets (with or without the goodwill) of the Boosters Club not in the usual or regular course of its business, then the written notice shall state that the purpose or one of the purposes is to consider the proposed plan of merger, consolidation, sale, lease, exchange, or disposition, as the case may be, shall describe the proposed action with reasonable clarity, and, if required by law, shall be accompanied by a copy or a detailed summary thereof; and email notice shall be given to each member, whether or not entitled to vote at such meeting, not less than twenty days before such meeting.

4.10 Voting in Person or by Proxy. Members may vote in person or may vote by proxy executed

in writing by the member or by his duly authorized attorney-in-fact.

4.11 Ratification. Any contract, transaction, or act of the Boosters Club or of the Trustees or of any officer or officers which shall be ratified by a majority of a quorum of the Members in Good Standing at any meeting shall be as valid and as binding as though ratified by every Member.

4.12 Action by Members Without a Meeting. Any action which may be or which is required by law to be taken at any annual or special meeting of members may be taken without a meeting by unanimous consent if one or more written consents shall be signed by all the members entitled to vote with respect to the matter. Action may also be taken by less than unanimous consent. Action by less than unanimous consent may be taken if one or more written consents shall be signed by Members in Good Standing voting in the aggregate not less than a majority of the votes that would be eligible to vote at such a meeting.

4.13 Telephonic Meetings. Members may participate in a meeting by telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

4.14 Loans. The Boosters Club shall not lend money or extend credit to any of its members.

4.15 Disbursement of Income. The Boosters Club shall not make any disbursement of income to its Members

4.16 Compensation. The Boosters Club may pay compensation in a reasonable amount to its Members for services rendered to the Boosters Club.

## **ARTICLE V. CONFLICTS DISCLOSURE**

5.1 Conflicts. No transaction between this Boosters Club and any other entity shall in any way be affected or invalidated merely by the fact that a Trustee or officer of this Boosters Club is interested in, or is a Trustee of, or officer of, such other entity.

5.2 Disclosure. Any transaction between the Booster Club and an officer or Trustee or with a corporation, firm, entity or association wherein they may be or become interested must be approved by a majority of the disinterested members of the Board. With regard to any transaction with a Trustee or officer or with a corporation, firm, entity or association wherein they may be or become interested, the nature of the interest of the officer or Trustee must be disclosed or known to the Board at or prior to the meeting at which such transaction is authorized or confirmed.

## **ARTICLE VI. FISCAL AND PROPERTY MANAGEMENT AND DISSOLUTION**

6.1 Fiscal Year. The fiscal year of the Boosters Club begins on the first day of September in each year, and ends on the last day of August of each year.

6.2 Budget. The Treasurer shall, with the assistance of the President, Vice-President and Head Coach, prepare the annual budget and such budget shall be presented to the Board prior to each

fiscal year. Before the end of the fiscal year, the Board shall meet to discuss and approve a balanced budget for the next fiscal year.

6.3 Membership Fees. The Board shall set Membership Fees, transfer fees, and any other dues or fees related to Membership in the Boosters Club and the payment terms of any such fees or dues. The Board may change such fees or terms from time to time.

6.4 Assessments. Assessments are for the purpose of paying for special or extraordinary projects for which the Boosters Club does not have the income to pay or that would otherwise create a budget deficit or would require incurring debt that exceeds the Board's debt limitations set by these Bylaws. All assessments must be approved by the Members at a Special Meeting called for that purpose.

6.5 Boosters Club Property. The Board may manage, improve, buy, acquire, sell, encumber, lease, convey, or dispose of any part of the Boosters Club's personal or real property, including fixtures, unless specifically prohibited by state law, the Articles of Incorporation, or these Bylaws, provided, however, that the Members must approve a sale or transfer of any real property interest of the Boosters Club at a Special Meeting called for that purpose.

6.6 General Expenditures. The Board shall exercise due care in assuming any financial obligations and shall not assume any financial obligations that individually or in the aggregate exceed the Booster Club's cash balance (taking into considerations all existing budgetary obligations) without membership approval at a Special Meeting.

6.7 Dissolution. The voluntary dissolution of the Boosters Club can be initiated by (1) a two-thirds vote of the Board or (2) a petition from 33% of the Members. A vote on the dissolution of the Boosters Club shall only be conducted at a Special Meeting. The quorum required for a meeting of the Members called to vote on dissolution is two-thirds of the Members. The vote required to dissolve the Boosters Club is a two-thirds vote of the Members present at the Special Meeting.

## **ARTICLE VII. INDEMNIFICATION**

7.1 Right to Indemnification. Each individual (hereinafter an "Indemnatee") who was or is made a party or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal (hereinafter a "Proceeding"), by reason of the fact that he or she is or was a Trustee or officer of the Boosters Club or that, while serving as a Trustee or officer of the Boosters Club, he or she is or was also serving at the request of the Boosters Club as a Trustee, officer, partner, trustee, employee or agent of another foreign or domestic corporation or of a foreign or domestic partnership, joint venture, trust, employee benefit plan or other enterprise, whether the basis of the Proceeding is alleged action in an official capacity as a Trustee, officer, employee, partner, trustee, or agent or in any other capacity while serving as such Trustee, officer, employee, partner, trustee, or agent, shall be indemnified and held harmless by the Boosters Club to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, taxes or penalties and amounts to be paid in settlement) incurred or suffered by such Indemnatee in connection therewith, and such

indemnification shall continue as to an Indemnatee who has ceased to be a Trustee, officer, employee, partner, trustee, or agent and shall inure to the benefit of the Indemnatee's heirs, executors and administrators; provided, however, that no indemnification shall be provided to any such Indemnatee if the Boosters Club is prohibited by Oklahoma law as then in effect from paying such indemnification; and provided, further, that except as provided in this Article with respect to proceedings seeking to enforce rights to indemnification, the Boosters Club shall indemnify any such Indemnatee in connection with a Proceeding (or part thereof) initiated by such Indemnatee only if such Proceeding (or part thereof) was authorized or ratified by the Board. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Boosters Club the expenses incurred in defending any Proceeding in advance of its final disposition (hereinafter an "Advancement of Expenses"). Any Advancement of Expenses shall be made only upon delivery to the Boosters Club of a written Undertaking (hereinafter an "Undertaking"), by or on behalf of such Indemnatee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Indemnatee is not entitled to be indemnified for such expenses under this Article and upon delivery to the Boosters Club of a written declaration (hereinafter a "Declaration") by the Indemnatee of his or her good-faith belief that such Indemnatee has met the standard of conduct necessary for indemnification by the Boosters Club pursuant to this Article.

**7.2 Right of Indemnatee to Bring Suit.** If a written claim for indemnification under this Article is not paid in full by the Boosters Club within sixty days after the Boosters Club's receipt thereof, except in the case of a claim for an Advancement of Expenses, in which case the applicable period shall be twenty days, the Indemnatee may at any time thereafter bring suit against the Boosters Club to recover the unpaid amount of the claim. If successful, in whole or in part, in any such suit or in a suit brought by the Boosters Club to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnatee shall be entitled to be paid also the expenses of prosecuting or defending such suit. The Indemnatee shall be presumed to be entitled to indemnification under this article upon submission of a written claim (and, in an action brought to enforce a claim for an Advancement of Expenses, where the required Undertaking and Declaration have been tendered to the Boosters Club) and thereafter the Boosters Club shall have the burden of proof to overcome the presumption that the Indemnatee is so entitled. Neither the failure of the Boosters Club (including the Board or independent legal counsel) to have made a determination prior to the commencement of such suit that indemnification of the Indemnatee is proper in the circumstances nor an actual determination by the Boosters Club (including the Board or independent legal counsel) that the Indemnatee is not entitled to indemnification shall be a defense to the suit or create a presumption that the Indemnatee is not so entitled.

**7.3 Nonexclusivity of Rights.** The right to indemnification and the Advancement of Expenses conferred in this article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation or Bylaws of the Boosters Club, general or specific action of the Board, contract or otherwise.

**7.4 Insurance, Contracts and Funding.** The Boosters Club may maintain insurance, at its expense, to protect itself and any individual who is or was a Trustee, officer, employee or agent of the Boosters Club or who, while a Trustee, officer, employee or agent of the Boosters Club, is or was serving at the request of the Boosters Club as an agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise against

any expense, liability or loss asserted against or incurred by the individual in that capacity or arising from the individual's status as a Trustee, officer, employee or agent, whether or not the Boosters Club would have the power to indemnify such person against such expense, liability or loss under Oklahoma law. The Boosters Club shall maintain director and officer insurance with limits of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, or in such other commercially reasonable amounts as determined by the Board. The Boosters Club may enter into contracts with any Trustee, officer, employee or agent of the Boosters Club in furtherance of the provisions of this article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this article.

**7.5 Indemnification of Employees and Agents of the Boosters Club.** The Boosters Club may, by action of the Board, grant rights to indemnification and Advancement of Expenses to employees and agents of the Boosters Club with the same scope and effect as the provisions of this article with respect to the indemnification and Advancement of Expenses of Trustees and officers of the Boosters Club or pursuant to rights granted pursuant to, or provided by, Oklahoma law or otherwise.

**7.6 Persons Serving Other Entities.** Any individual who is or was a Trustee, officer or employee of the Boosters Club who, while a Trustee, officer or employee of the Boosters Club, is or was serving (a) as a Trustee or officer of another foreign or domestic corporation of which a majority of the shares entitled to vote in the election of its Trustees is held by the Boosters Club, (b) as a trustee of an employee benefit plan and the duties of the Trustee or officer to the Boosters Club also impose duties on, or otherwise involve services by, the Trustee or officer to the plan or to participants in or beneficiaries of the plan, or (c) in an executive or management capacity in a foreign or domestic partnership, joint venture, trust or other enterprise of which the Boosters Club is an equity-interest holder or in which a wholly-owned subsidiary of the Boosters Club is a general partner or has a majority ownership or interest shall be deemed to be so serving at the request of the Boosters Club and entitled to indemnification and Advancement of Expenses under this article.

## **ARTICLE VIII. RECORDS**

**8.1 Records.** The Boosters Club shall keep at its principal office or its registered office in this state:

- 8.1.1 current Articles of Incorporation and Bylaws;
- 8.1.2 correct and adequate records of accounts and finances;
- 8.1.3 a record of the names and addresses of the officers, Trustees, and Members; and
- 8.1.4 minutes of proceedings of the Board and minutes, if any, that may be maintained by a Board Committee.

## **ARTICLE IX. AMENDMENTS**

**9.1 Amendments.** These Bylaws may be altered, amended (in whole or in part) or repealed, and new Bylaws may be adopted by a majority vote of a quorum of the Members.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2014.

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Laura Healy, Trustee

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Douglas Rice, Trustee

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Suzan Haizlip, Trustee

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Sunan Thompson, Trustee