

**VISUAL RESOURCES ASSOCIATION**

**AMENDED AND RESTATED BYLAWS**

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ARTICLE 1 – PURPOSE .....	1
ARTICLE 2 – CORPORATE MEMBERS .....	1
Section 2.1 Corporate Membership. ....	1
ARTICLE 3 – DUES-PAYING MEMBERS .....	1
Section 3.1 Dues-Paying Members.....	1
ARTICLE 4 – MEETINGS OF CORPORATE MEMBERS .....	1
Section 4.1 Annual Meetings.....	1
Section 4.2 Special Meetings.....	2
Section 4.3 Notice of Meeting.....	2
Section 4.4 Quorum.....	2
Section 4.5 Adjournments.....	2
Section 4.6 Voting.....	2
Section 4.7 Ballots.....	2
Section 4.8 Proxies.....	2
Section 4.9 Minutes.....	2
Section 4.10 Written Consent of Corporate Members.....	2
Section 4.11 Remote Participation.....	4
ARTICLE 5 – BOARD OF DIRECTORS .....	4
Section 5.1 Powers.....	4
Section 5.2 Number, Qualifications.....	4
Section 5.3 Election and Terms of Office.....	4
Section 5.4 Vacancies and Additional Directors.....	5

Section 5.5	Meetings.....	5
Section 5.6	Telephonic Meetings Permitted.....	5
Section 5.7	Quorum and Manner of Acting.....	5
Section 5.8	Resignation of Directors.....	5
Section 5.9	Removal of Directors.....	6
Section 5.10	Written Consent of Directors.....	6
Section 5.11	Compensation.....	6
ARTICLE 6 – COMMITTEES OF THE BOARD OF DIRECTORS .....		6
Section 6.1	Designation, Power, Alternate Corporate Members and Term of Office.....	6
Section 6.2	Executive Committee.....	7
Section 6.3	Meetings, Notices, and Records .....	7
Section 6.4	Quorum and Manner of Acting .....	7
Section 6.5	Resignations .....	7
Section 6.6	Removal .....	7
Section 6.7	Vacancies .....	7
ARTICLE 7 – OFFICERS .....		8
Section 7.1	Officers.....	8
Section 7.2	Election, Terms of Office and Qualifications.....	8
Section 7.3	Subordinate Officers and Agents.....	8
Section 7.4	Resignations.....	8
Section 7.5	Removal.....	8
Section 7.6	Vacancies.....	9
Section 7.7	The President, Past President.....	9
Section 7.8	The President-Elect.....	9

Section 7.9	The Secretary.....	9
Section 7.10	The Treasurer .....	10
Section 7.11	Senior Director for Events and Initiatives.....	10
Section 7.12	Junior Director for Events and Initiatives.....	10
Section 7.13	Public Relations and Communications Officer.....	11
Section 7.14	Grants Officer. ....	11
Section 7.15	Compensation. ....	11
ARTICLE 8 – ADVISORY BOARDS .....		11
ARTICLE 9 – INDEMNIFICATION .....		11
Section 9.1	Corporate Members. Actions, etc. Other than those by or in the Right of VRA. ....	11
Section 9.2	Actions, etc. by or in the Right of VRA. ....	12
Section 9.3	Authorization of Indemnification. ....	12
Section 9.4	Definitions. ....	13
Section 9.5	Proceedings Initiated by Indemnified Persons.....	14
Section 9.6	Indemnification by a Court. ....	14
Section 9.7	Expenses Payable in Advance. ....	14
Section 9.8	Communications with the VRA.....	14
Section 9.9	Non-exclusivity and Survival of Indemnification.....	14
Section 9.10	Insurance.....	14
Section 9.11	Limitations on Indemnification.....	15
Section 9.12	Amendment or Repeal.....	15
ARTICLE 10 – EXECUTION OF INSTRUMENTS AND DEPOSITS OF VRA FUNDS .....		15
Section 10.1	Execution of Instruments Generally. ....	15
Section 10.2	Borrowing .....	15

Section 10.3	Deposits. ....	15
Section 10.4	Checks, Drafts, etc. ....	15
Section 10.5	Proxies. ....	16
ARTICLE 11 – CORPORATE SEAL .....		16
ARTICLE 12 – FISCAL YEAR .....		16
ARTICLE 13 – FORM OF RECORDS .....		16
ARTICLE 14 – NOTICE BY ELECTRONIC TRANSMISSION .....		16
Section 14.1	Notice by Electronic Transmission. ....	16
Section 14.2	When Notice Deemed Given. ....	16
Section 14.3	“Electronic Transmission” Defined. ....	17
ARTICLE 15- WAIVER OF NOTICE.....		17
ARTICLE 16 - AMENDMENTS .....		17
ARTICLE 17 - PROCEDURES CONCERNING CHARITABLE GRANTS.....		17
Section 17.1	Review and Approval of Grant Requests .....	17
Section 17.2	Scope of Grantmaking.....	18
Section 17.3	Written Agreement Required for Grantees.....	18
Section 17.4	Solicitation.....	18
Section 17.5	No Earmarking of Contributions.....	18
Section 17.6	Maintenance of Books and Records.....	18
ARTICLE 18 – CHAPTERS.....		18
Section 18.1	Establishment of Chapters.....	18
Section 18.2	Geographic Restrictions.....	18
Section 18.3	Eligibility.....	18
Section 18.4	Officers.....	18

Section 18.5	Annual Report, Budget.....	18
Section 18.6	Chapter Funds.....	19
Section 18.7	Suspension, Inactivity.....	19
Section 18.8	Dissolution.....	19

# **VISUAL RESOURCES ASSOCIATION**

## **BYLAWS**

### **ARTICLE 1 –PURPOSE**

The purposes of Visual Resources Association (“VRA”) are set forth in the Certificate of Incorporation (the “Certificate”).

### **ARTICLE 2 –CORPORATE MEMBERS**

**Section 2.1 Corporate Membership.** The corporate members (the “Corporate Members”) of the Board of Directors (the “Board”), ex officio, shall be the members of VRA as that term is set forth in the Certificate and the Delaware General Corporation Law (the “DGCL”). A Director shall be a Corporate Member of VRA only for so long as such Director serves as a Director under these Bylaws.

### **ARTICLE 3 – DUES-PAYING MEMBERS**

**Section 3.1 Dues-Paying Members.** “Dues-Paying Members” shall mean individuals who pay dues to VRA, including those individuals who were corporate members of the Missouri nonprofit corporation known as “Visual Resources Association” before the corporate merger of such entity with this Delaware nonprofit nonstock corporation formerly known as “Visual Resources Association Foundation” (the “Merger”). Dues-Paying Members shall have the power to nominate individuals to be included on a slate for the Board’s consideration (the “Slate”) to serve as Directors and Officers, and may nominate themselves. Dues-Paying Members shall also receive certain benefits in exchange for their membership in VRA. Such Dues-Paying Members shall, among other things, be entitled to submit nominations for Director and Officer positions of the Board, as set forth in these Bylaws, and to serve on and lead Advisory Committees. Dues-Paying Members shall not be, and shall not have any rights of, “members” (x) under the DGCL or any other applicable law or (y) except as expressly contemplated by these Bylaws. For the further avoidance of doubt, neither the Corporate Members, nor the Board shall owe any duties (fiduciary or otherwise) to the Dues-Paying Members.

### **ARTICLE 4 –MEETINGS OF CORPORATE MEMBERS**

**Section 4.1 Annual Meetings.** The annual meeting of the Corporate Members for the election of Directors and for the transaction of such other business as properly may come before such meeting shall be held each year on such date, and at such time and place within or without the State of Delaware, as may be designated by the President.

**Section 4.2 Special Meetings.** Special meetings of the Corporate Members for any proper purpose or purposes may be called at any time by the President, to be held on such date, and at such time and place within or without the State of Delaware, as directed by the President.

**Section 4.3 Notice of Meeting.** Written notice of every meeting of the Corporate Members, stating the date and time when, and the place where, it is to be held shall be delivered either personally or by mail to each Member not less than ten (10) days before the meeting, except as otherwise provided by law. Such notice need not specify the business to be transacted, except as specifically provided in Article 13.

**Section 4.4 Quorum.** The presence at any meeting, in person or by proxy, of a majority of the Corporate Members then serving in office and entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by law, the Certificate, or these Bylaws.

**Section 4.5 Adjournments.** In the absence of a quorum, the Corporate Members present shall have the power to adjourn the meeting from time to time without notice, other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting any business may be transacted that might have been transacted at the meeting as originally noticed. Only those Corporate Members entitled to vote at the meeting originally noticed shall be entitled to vote at any adjournment thereof.

**Section 4.6 Voting.** Directors shall be chosen by a plurality of the votes cast by the Corporate Members at their annual meeting, and, except as otherwise provided by law, all questions shall be determined by a majority of the votes cast on such question.

**Section 4.7 Ballots.** When the election of Directors is by written ballot, if authorized by the Board, such requirement of a written ballot may be satisfied by a ballot submitted by electronic transmission (as defined in Section 14.3 of these Bylaws), provided that any such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the Member or proxy holder.

**Section 4.8 Proxies.** Any Member entitled to vote may vote by proxy, provided that the instrument authorizing such proxy to act shall have been executed in writing (which shall include facsimile) by the Member or by his or her duly authorized attorney, and shall bear a date not more than three months prior to such meeting, unless such proxy shall upon its face provide a longer period for it to remain in force.

**Section 4.9 Minutes.** At each meeting of the Corporate Members, the Secretary or an Assistant Secretary, if any, shall record the proceedings thereof.

**Section 4.10 Written Consent of Corporate Members.**

(a) Any action required by the DGCL to be taken at any annual or special meeting of Corporate Members, or any action which may be taken at any annual or special meeting of Corporate Members, may be taken without a meeting, without prior notice and without a vote, if a consent or



consents in writing, setting forth the action so taken, shall be signed by Corporate Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Corporate Members having a right to vote thereon were present and voted and shall be delivered to VRA by delivery to its registered office in Delaware, its principal place of business or an officer or agent of VRA having custody of the book in which proceedings of meetings of Corporate Members are recorded. Delivery made to VRA's registered office shall be by hand or by certified or registered mail, return receipt requested.

(b) Every written consent shall bear the date of signature of each Member who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this Section to VRA, written consents signed by a sufficient number of holders to take action are delivered in the manner required by this Section to VRA.

(c) An electronic transmission (as defined in Section 14.3 of these Bylaws) consenting to an action to be taken and transmitted by a Member or proxyholder, or by a person or persons authorized to act for a Member or proxyholder, shall be deemed to be written, signed and dated for the purposes of this Section, provided that any such electronic transmission sets forth or is delivered with information from which VRA can determine (A) that the electronic transmission was transmitted by the Member or proxyholder or by a person or persons authorized to act for the Member or proxyholder and (B) the date on which such Member or proxyholder or authorized person or persons transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to VRA by delivery to its registered office in this State, its principal place of business or an officer or agent of VRA having custody of the book in which proceedings of meetings of Corporate Members are recorded. Delivery made to VRA's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by electronic transmission, may be otherwise delivered to the principal place of business of VRA or to an officer or agent of VRA having custody of the book in which proceedings of meetings of Corporate Members are recorded if, to the extent and in the manner provided by resolution of the Board.

(d) Any copy, facsimile, or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

(e) Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those Corporate Members who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to VRA as provided in this Section.

**Section 4.11 Remote Participation.** If authorized by the Board in its sole discretion, and subject to such guidelines and procedures as the Board may adopt, Corporate Members and proxyholders not physically present at a meeting of Corporate Members may, by means of remote communication:

- (a) Participate in a meeting of Corporate Members; and
- (b) Be deemed present in person and vote at a meeting of Corporate Members, whether such meeting is to be held at a designated place or solely by means of remote communication; provided, however, that (i) VRA shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Member or proxyholder, (ii) VRA shall implement reasonable measures to provide such Corporate Members and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Corporate Members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any Member or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by VRA.

## **ARTICLE 5 – BOARD OF DIRECTORS**

**Section 5.1 Powers.** The Board shall exercise all the powers of VRA, except such as are by law, by the Certificate or by these Bylaws conferred upon or reserved to the Corporate Members, including but not limited to the following:

- (a) To select and determine policies that shall be followed by VRA with respect to the maintenance and investment of its assets; and
- (b) To take all other actions necessary to carry out the purposes of VRA.

**Section 5.2 Number, Qualifications.** The number of Directors that shall constitute the whole Board shall be fixed from time to time by resolution of the Corporate Members (any such resolution of the Corporate Members being subject to any later resolution of them), except that the number of Directors shall at no time exceed fourteen (14). Directors need not be residents of the State of Delaware. As used in these Bylaws, the term “Entire Board” means the total number of Directors entitled to vote as Directors of VRA, if there were no vacancies.

**Section 5.3 Election, Terms of Office, and Qualifications.** Directors shall be elected at the annual meeting of the Corporate Members, based on the Slate, as described in Section 3.1, except as otherwise provided in these Bylaws. The Board shall consider diversity, equity, and inclusion principles in its consideration of the Slate. Each Director (whether elected at an annual meeting or to fill a vacancy or otherwise) shall continue in office until his or her successor shall have been elected and qualified or until his or her earlier death, resignation or removal in the manner hereinafter provided. The Board shall be divided into two (2) classes, each consisting of the same number of Corporate Members to the extent possible. The term of office of one (1) class shall expire each year, except as otherwise provided in these Bylaws. The Corporate Members of each class shall be elected by the Board for terms of two (2) years, except that the Director elected to serve the Office of President shall be elected for a term of three

(3) years, as set forth in Section 7.7, or in the case of a vacancy, in which case the vacancy shall be filled for the balance of the term of such class. The number of Directors may be increased or decreased by resolution of the Board.

**Section 5.4 Vacancies and Additional Directors.** If any vacancy shall occur among the Directors by reason of death, resignation, or removal, or as the result of an increase in the number of Directorships, a majority of the Corporate Members may fill any such vacancy.

**Section 5.5 Meetings.**

(a) The Board by resolution may provide for the holding of regular meetings of the Board and may fix the times and places at which such meetings shall be held. Notice of regular meetings shall not be required to be given, provided that whenever the time or place of regular meetings shall be fixed or changed, notice of such action shall be mailed promptly to each Director who shall not have been present at the meeting at which such action was taken, addressed to him or her at his or her residence or usual place of business.

(b) Special meetings of the Board may be called by or at the direction of the President or any four (4) Directors. Except as otherwise required by law, notice of each special meeting shall be mailed to each Director, addressed to him or her at his or her residence or usual place of business, at least seven (7) days before the day on which the meeting is to be held, or shall be sent to him or her at such place by electronic transmission (as defined in Section 14.3 of these Bylaws) or telephoned or delivered to him or her personally, not later than the second day before the day on which the meeting is to be held. Such notice shall state the time and place of such meeting, but need not state the purposes thereof, unless otherwise required by law, the Certificate or these Bylaws.

**Section 5.6 Telephonic Meetings Permitted.** Members of the Board, or any committee designated by the Board, may participate in a meeting thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this Bylaw shall constitute presence in person at such meeting.

**Section 5.7 Quorum and Manner of Acting.** At each meeting of the Board, the presence of a majority of the Entire Board as constituted from time to time shall be necessary and sufficient to constitute a quorum for the transaction of business, except that when the Board consists of one Director, in which case one Director shall constitute a quorum. In the absence of a quorum, a majority of those present at the time and place of any meeting may be held as adjourned without further notice or waiver. A majority of those present at any meeting at which a quorum is present may decide any question brought before such meeting, except as otherwise provided by law, the Certificate or these Bylaws.

**Section 5.8 Resignation of Directors.** Any Director may resign at any time by giving notice of such resignation to the Secretary in writing or by electronic transmission. Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Board or any such Officers, and the acceptance of such resignation shall not be necessary to make it effective.

**Section 5.9 Removal of Directors.** At any meeting of the Corporate Members, duly called as provided in these Bylaws, any Director or Directors may be removed from office, either with or without cause, as provided by law. At such meeting a successor or successors may be elected by a plurality of the votes cast by the Corporate Members.

**Section 5.10 Written Consent of Directors.** Any action that might have been taken under these Bylaws by vote of the Directors at any meeting of the Board or any committee thereof may be taken without a meeting if all the members of the Board or such committee, as the case may be, consent thereto in writing, or by electronic transmission(as defined in Section 14.3 of these Bylaws) and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board, or committee. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

**Section 5.11 Compensation.** The Directors, as such, shall not receive any compensation for their services, provided however, that Directors may be reimbursed each year at an amount determined by the Board for expenses incurred in attending meetings of the Board and as set forth in the VRA Directors' Compensation and Expense Reimbursement Policy. VRA may pay reasonable advancement or reimbursement for expenses reasonable and necessary in their performance of their regular duties; provided, however, that any such payment shall only be made after a majority of the Board has determined that such payment is consistent with the requirements set forth in Sections 4941(d)(2)(E) and 4958 of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent federal tax laws.

## **ARTICLE 6 – COMMITTEES OF THE BOARD**

**Section 6.1 Designation, Power, Alternate Members and Term of Office.** The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one (1) or more of the Directors of VRA. Any such committee, to the extent provided in such resolution and permitted by law, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of VRA, and may authorize the seal of VRA or a facsimile thereof to be affixed to or reproduced on all such papers as said committee shall designate. The Board may designate one or more Directors as alternate members of any committee who, in the order specified by the Board, may replace any absent or disqualified member at any meeting of the committee. If at a meeting of any committee one or more of the members thereof should be absent or disqualified, and if either the Board had not so designated any alternate member or members, or the number of absent or disqualified members exceeds the number of alternate members who are present at such meeting, then the member or members of such committee (including alternates) present at any meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of any such absent or disqualified member. The term of office of the members of each committee shall be as fixed from time to time by the Board, subject to these Bylaws; provided, however, that any committee member who ceases to be a member of the Board, shall also cease to be a committee member. Each committee shall appoint a secretary, who may be the Secretary or an Assistant Secretary, if any.

**Section 6.2 Executive Committee.** The Executive Committee, if any, shall be composed of the President, President-Elect, Secretary, Treasurer, and any other Officer as determined by the Board. The Executive Committee shall be authorized to act for the Board between its regular meetings. Except as otherwise provided by these Bylaws or by resolution of the Board, the Executive Committee shall have and may exercise all of the powers and authority of the Board in the management of the Corporation. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the records of VRA, and report the same to the Board from time to time as the Board may require.

**Section 6.3 Meetings, Notices and Records.**

(a) Each committee may provide for the holding of regular meetings, with or without notice, and may fix the times and places at which such meetings shall be held. Special meetings of each committee may be called by or at the direction of its chairman or, if there is no chairman, by or at the direction of any one of its members. Except as otherwise provided by law, notice of each special meeting of a committee shall be mailed to each member of such committee, addressed to him or her at his or her residence or usual place of business, at least seven days before the day on which the meeting is to be held, or shall be sent to him or her at such place by electronic transmission (as defined in Section 14.3 of these Bylaws), or telephoned or delivered to him or her personally, not later than the second day before the day on which the meeting is to be held. Such notice shall state the time and place of such meeting, but need not state the purposes thereof, unless otherwise required by law, the Certificate or these Bylaws.

(b) Each committee shall keep a record of its proceedings.

**Section 6.4 Quorum and Manner of Acting.** At each meeting of any committee the presence of a majority of its members then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, except that when a committee consists of one member, then the one member shall constitute a quorum. In the absence of a quorum, a majority of the members thereof present at the time and place of any meeting may adjourn the meeting from time to time until a quorum shall be present and the meeting may be held as adjourned without further notice or waiver. The act of a majority of the members thereof present at any meeting at which a quorum is present shall be the act of such committee. Subject to the foregoing and other provisions of these Bylaws and except as otherwise determined by the Board, each committee may make rules for the conduct of its business.

**Section 6.5 Resignations.** Any member of a committee may resign at any time by giving notice of such resignation to the Secretary in writing or by electronic transmission (as defined in Section 14.3 of these Bylaws). Unless otherwise specified in such notice, such resignation shall take effect upon receipt thereof by the Secretary, and the acceptance of such resignation shall not be necessary to make it effective.

**Section 6.6 Removal.** Any member of any committee may be removed at any time with or without cause by the Board.

**Section 6.7 Vacancies.** If any vacancy shall occur in any committee by reason of death, resignation, disqualification, removal or otherwise, the remaining member or members of such committee, so long as a quorum is present, may continue to act until such vacancy is filled by the Board.

## ARTICLE 7 – OFFICERS

**Section 7.1 Officers.** The officers of VRA shall be a President, a President-Elect, a Secretary, a Treasurer, a Senior Director for Events and Initiatives, a Junior Director for Events and Initiatives, a Public Relations and Communications Officer, a Grants Officer, and such other officers as may be appointed in accordance with the provisions of Section 7.2 of these Bylaws (the “Officers”). For the period between the Effective Time, as that term is defined in the Agreement and Plan of Merger related to the Merger, and VRA’s first annual meeting thereafter, only (the “Interim Period”), two (2) individuals shall serve as Co-Officers as set forth in this Article, with regular terms as set forth in Section 7.2 to follow thereafter.

**Section 7.2 Election, Terms of Office, and Qualifications.** Officers must be Directors of VRA. Each Officer (except such officers as may be appointed in accordance with the provisions of Section 7.4 of these Bylaws) shall be elected by the Board at its first meeting after the annual meeting of the Corporate Members based on the Slate, as described in Section 3.1, except as otherwise provided in these Bylaws. The Board shall consider diversity, equity, and inclusion principles in its consideration of the Slate. Each such Officer (whether elected at the first meeting of the Board after the annual meeting of the Corporate Members or to fill a vacancy or otherwise) shall hold his or her office for a term of two (2) years, or until his or her successor shall have been elected, or until his or her death, or until he or she shall have resigned in the manner provided in Section 7.4 of these Bylaws or shall have been removed in the manner provided in Section 7.5 of these Bylaws; provided, however, that the President shall hold his or her office for a term of three (3) years, as set forth in this Article.

**Section 7.3 Subordinate Officers and Agents.** The Board from time to time may appoint other Officers or agents, to hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as may be provided in the resolutions appointing them. The Board may delegate to any Officer or agent the power to appoint any such subordinate officer or agents and to prescribe their respective terms of office, authorities and duties.

**Section 7.4 Resignations.** Any Officer may resign at any time by giving notice of such resignation to the Secretary in writing or by electronic transmission (as defined in Section 14.3 of these Bylaws). Unless otherwise specified in such written notice, such resignation shall take effect upon receipt thereof by the Board or any such Officer, and the acceptance of such resignation shall not be necessary to make it effective.

**Section 7.5 Removal.** Any Officer specifically designated in Section 7.1 of these Bylaws may be removed with or without cause at any meeting of the Board by affirmative vote of a majority of the Directors then in office. In addition, the President may be removed with or without cause by the affirmative vote of a majority of all the Corporate Members. Any Officer or agent appointed in accordance with the provisions of Section 7.3 of these Bylaws may be removed with or without cause at

any meeting of the Board by affirmative vote of a majority of the Directors present at such meeting, or at any time by any other Officer or agent upon whom such power of removal shall have been conferred by the Board.

**Section 7.6 Vacancies.** A vacancy in any office by reason of death, resignation, removal, disqualification, or any other cause shall be filled for the unexpired portion of the term in the manner prescribed by these Bylaws for regular election or appointment to such office.

**Section 7.7 The President, Past President.** The President shall be elected for a term of three (3) years, and the first year of such term shall serve as President-Elect. The President shall supervise and control the affairs of VRA and the activities of the Officers. He or she shall perform all duties incident to his or her office, including presiding over meetings of VRA, and such other duties as may be required by law, the Certificate, these Bylaws, or that may be prescribed by the Board. The President shall preside at all meetings of the Board and, except as otherwise expressly provided by law, the Certificate, or these Bylaws, shall execute such deeds, mortgages, bonds, contracts, checks, or other instruments as may from time to time be authorized by the Board. After completion of the President's term, the President shall no longer serve on the Executive Board, but will continue to serve in an advisory capacity as Past President. In the event of any President's inability to serve, and there is no President-Elect, then the Past Present shall temporarily be elected to serve as President until a new President may be elected and assume office. Two (2) individuals shall serve as Co-Presidents for the Interim Period, only.

**Section 7.8 The President-Elect.** The President-Elect shall serve for a term of one (1) year immediately before such person serves a two (2)-year term as President, and shall perform such duties as the current President may assign.

**Section 7.9 The Secretary.** The Secretary shall:

- (a) Record all the proceedings of the meetings of the Corporate Members, the Board, and any committees in a book or books to be kept for that purpose;
- (b) Cause all notices to be duly given in accordance with the provisions of these Bylaws and as required by law;
- (c) Whenever any committee shall be appointed in pursuance of a resolution of the Board, furnish the chairman of such committee with a copy of such resolution;
- (d) Be custodian of the records, including VRA policies and procedures, and of the seal of VRA, and cause such seal to be affixed to or a facsimile to be reproduced on all instruments the execution of which on behalf of VRA under its seal shall have been duly authorized;
- (e) See that the lists, books, reports, statements, certificates and other documents and records required by law are properly kept and filed;
- (f) Act as teller for purposes of ballot measures or votes, as required; and

(g) In general, perform all duties incident to the office of Secretary and have such other powers and perform such other duties as may from time to time be prescribed by the Board, the President or these Bylaws.

Two (2) individuals shall serve as Co-Secretaries for the Interim Period, only,

**Section 7.10 The Treasurer.** The Treasurer shall:

(a) Have charge of and supervision over and be responsible for the funds, securities, receipts and disbursements of VRA;

(b) Cause the moneys and other valuable effects of VRA to be deposited in the name and to the credit of VRA in such banks or trust companies or with such bankers or other depositories as shall be selected in accordance with Section 10.3 of these Bylaws or to be otherwise dealt with in such manner as the Board may direct;

(c) Cause the funds of VRA to be disbursed by checks or drafts upon the authorized depositories of VRA, and cause to be taken and preserved proper vouchers for all moneys disbursed;

(d) Render to the Board, the President, or any Member, whenever requested, a statement of the financial condition of VRA and of all of his or her transactions as Treasurer;

(e) Cause to be kept at VRA 's principal office correct books of account of all its business and transactions and such duplicate books of account as he or she shall determine and upon application cause such books or duplicates thereof to be exhibited to any Director;

(f) Be empowered, from time to time, to require from the Officers or agents of VRA reports or statements giving such information as he or she may desire with respect to any and all financial transactions of VRA;

(g) Supervise or caused to be supervised VRA's contracted financial services providers, including accountants, bookkeepers, and membership services coordinators; and

(h) In general, perform all duties incident to the Office of Treasurer and have such other powers and perform such other duties as may from time to time be prescribed by the Board, President, or these Bylaws.

Two (2) individuals shall serve as Co-Treasurers for the Interim Period, only.

**Section 7.11 Senior Director for Events and Initiatives.** The Senior Director for Events and Initiatives (the "Senior Director") shall plan and coordinate organization-wide events including, but not limited to, the Annual Conference and Regional Workshops. In conjunction with the Junior Director for Events and Initiatives (the "Junior Director"), local committees, and hired consultants, the Senior Director shall coordinate the development of the Annual Conference and Regional Workshop content, negotiate on-site contracts for the Annual Conference and Regional Workshops, coordinate Annual Conference local arrangements and special events, and provide support for any other VRA events requiring assistance



at the organizational level. The Senior Director shall assume the role in the second year of their term and provide guidance to the Junior Director.

**Section 7.12 Junior Director for Events and Initiatives.** The Junior Director shall plan and coordinate organization-wide events including, but not limited to, the Annual Conference and Regional Workshops. In conjunction with the Senior Director, local committees, and hired consultants, the Senior Director shall coordinate the development of the Annual Conference and Regional Workshop content, negotiate on-site contracts for the Annual Conference and Regional Workshops, coordinate Annual Conference local arrangements and special events, and provide support for any other VRA events requiring assistance at the organizational level. The Junior Director shall assume the role in the first year of their term and work closely with the Senior Director in order to move into that role during the second year of their term.

**Section 7.13 Public Relations and Communications Officer.** The Public Relations and Communications Officer (the “PR&C Officer”) shall be responsible for overseeing VRA publications, facilitating communication within the organization, and developing and maintaining VRA’s public relations program. The PR&C Officer will oversee appointed positions for technology and social media.

**Section 7.14 Grants Officer.** The Grants Officer shall, oversee VRA grants administration, including identifying grants, completing grant proposals, distributing grant funds, and facilitating grant reporting, with review and approval by the Board.

**Section 7.15 Compensation.** VRA may pay reasonable compensation to its Officers for personal services that are reasonable and necessary to carry out the exempt purposes of VRA; provided, however, that any such payment shall only be made after a majority of the Board has determined that such payment is consistent with the requirements set forth in Section 4941(d)(2)(E) and 4958 of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent federal tax laws.

## **ARTICLE 8 – ADVISORY BOARDS**

The Board may create one (1) or more Advisory Boards (“AB”). The members of each AB shall be selected at any meeting by the Board and shall serve at the will of and may be removed by the Board at any time. The number of persons serving on any AB shall be determined by the Board, and all members shall be natural persons who need not be Directors or residents of the State of Delaware and may include Dues-Paying Members. Each AB will meet with the Board and Officers at such times and in such places as determined by the Board. At the request of the Board, an AB may make recommendations and provide advice to the Board relating to the mission, purpose, and operations of VRA or such other matters as the Board shall determine. The recommendations of an AB are to be suggestive only and not binding in any respect upon the Board. AB members shall not have any fiduciary duties to VRA.

## ARTICLE 9 – INDEMNIFICATION

### ***Section 9.1 Corporate Members. Actions, etc. Other than those by or in the Right of VRA.***

Subject to the terms and conditions of this Article, VRA shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”), (other than an action by or in the right of VRA) by reason of the fact that such person is or was a Member, Director, officer or agent of VRA, or, being at the time a Member, Director, officer or agent of VRA, is or was serving at the request of VRA as a director, officer, member, employee, fiduciary or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (collectively, “Another Enterprise” or “Other Enterprise”), against all expense, liability and loss (including, without limitation, attorneys’ and other professionals’ fees and expenses, claims, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such person in connection therewith (“Losses”), if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of VRA, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of VRA, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

***Section 9.2 Actions, etc. by or in the Right of VRA.*** Subject to the terms and conditions of this Article, VRA shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any Proceeding by or in the right of VRA to procure a judgment in its favor by reason of the fact that such person is or was a Member, Director, officer or agent of VRA, or being at the time a Member, Director, officer or agent of VRA, is or was serving at the request of VRA as a director, officer, member, employee, fiduciary or agent of Another Enterprise against all Losses reasonably incurred or suffered by such person in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of VRA except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to VRA, unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought (or if no action was brought, any court of competent jurisdiction) shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Delaware Court of Chancery or such other court shall deem proper.

***Section 9.3 Authorization of Indemnification.*** Any indemnification under this Article (unless ordered by a court) shall be made by VRA only as authorized in the specific case upon a determination that indemnification of a person is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 9.1 or Section 9.2 of these Bylaws, as the case may be. Such determination shall be made in a reasonably prompt manner (a) (1) by a majority vote of Disinterested Directors, whether or not they constitute a quorum of the Board, (2) if there are no Disinterested Directors, or if the Disinterested Directors so direct, by Independent Legal Counsel in a

written opinion or by the Corporate Members, or (3) as Delaware law may otherwise permit and (b) by a majority vote of the Disinterested Corporate Members. To the extent, however, that a Member, Director, officer, employee, or agent of VRA has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' and other professionals' fees) reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

**Section 9.4 Definitions.** For purposes of this Article:

(a) "Disinterested Directors" shall mean Directors of VRA who are not parties to a Proceeding in which indemnification is sought by a claimant.

(b) "Disinterested Corporate Members" shall mean those Corporate Members of VRA who are not parties to a Proceeding in which indemnification is sought by a claimant.

(c) "Independent Legal Counsel" shall mean a law firm, a member of a law firm or an independent practitioner, that is experienced in matters of corporate law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict-of-interest in representing either VRA or the claimant in an action to determine the claimant's rights under this Article.

(d) "Good Faith." For purposes of any determination under Section 9.3 of these Bylaws, a person shall be deemed to have acted in good faith if (i) the person is deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of VRA, and with respect to any criminal action or proceeding, to have had no reasonable cause to believe his or her conduct was unlawful, (ii) the action is based on the records or books of account of VRA or Another Enterprise, or on information supplied to such person by the Officers of VRA or Another Enterprise in the course of their duties, or (iii) the action is based on the advice of Independent Legal Counsel for VRA or Another Enterprise, or on information or records given or reports made to VRA or Another Enterprise by an independent certified public accountant, independent financial adviser, appraiser or other expert selected with reasonable care by VRA or the Other Enterprise. The provisions of this Section shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct.

(e) "Agent" shall include, but shall not be limited to, Corporate Members, employees, consultants, and advisors.

(f) In connection with employee benefit plans, etc., references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; references to "serving at the request of VRA" shall include any service as a Director or officer of VRA which imposes duties on, or involves services by, such Director or officer with respect to an employee benefit plan, its participants or beneficiaries; and a person who has acted in good faith and in a manner reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of VRA" as referred to in this Article.

**Section 9.5 Proceedings Initiated by Indemnified Persons.** Notwithstanding any provisions of this Article to the contrary, VRA shall not indemnify any person or make advance payments in respect of Losses to any person pursuant to this Article in connection with any Proceeding (or portion thereof) initiated against VRA by such person unless such Proceeding (or portion thereof) is authorized by the Board or its designee; provided, however, that this prohibition shall not apply to a counterclaim, cross-claim or third-party claim brought in any Proceeding or to any claims provided for in Section 9.6 of these Bylaws.

**Section 9.6 Indemnification by a Court.** Notwithstanding any contrary determination in the specific case under Section 9.3 of these Bylaws or the absence of any determination thereunder, a Member, Director or officer may apply to any court of competent jurisdiction for indemnification, and such court shall grant the application if it is determined that, in view of all the circumstances of the case, the Member, Director or officer is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper. Notice of any application for indemnification pursuant to this Section shall be given to VRA promptly upon the filing of such application. If the court grants the application, in whole or in part, the Member, Director or officer shall be entitled to be paid the expense incurred by such Member, Director or officer in connection with the application.

**Section 9.7 Expenses Payable in Advance.** Losses reasonably incurred by a Director or officer in defending any threatened or pending Proceeding (or as provided in Section 9.5 of these Bylaws) may be paid by VRA in advance of the final disposition of such Proceeding upon receipt of an undertaking by or on behalf of such Member, Director, officer or agent to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by VRA as authorized in this Article. Losses incurred by other employees may be so paid upon such terms and conditions, if any, as the Board deems appropriate.

**Section 9.8 Communications with VRA.** Any notice, request or other communication required or permitted to be given to VRA under this Article shall be in writing and either delivered in person or sent by telecopy, telex, telegram, overnight mail or courier service, or certified or registered mail, postage paid, return receipt requested, to the Secretary of VRA and shall be effective only upon receipt by the Secretary.

**Section 9.9 Non-exclusivity and Survival of Indemnification.** The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate, any Bylaw, agreement, contract, vote of Corporate Members or of disinterested Directors, or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise. The provisions of this Article shall not be deemed to preclude the indemnification of any person who is not specified in Section 9.1 or Section 9.2 of these Bylaws but whom VRA has the power to indemnify (and pursuant to Section 9.3 of these Bylaws determines to indemnify) or an obligation to indemnify under the provisions of Delaware law, or otherwise. The rights conferred by this Article shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of such person and the heirs, executors, administrators and other comparable legal representatives of such person. The rights conferred in this Article shall be enforceable as contract rights and shall continue to exist after any rescission or restrictive modification hereof with respect to events occurring prior thereto. No rights

are conferred in this Article for the benefit of any person (including, without limitation, directors, and officers of subsidiaries of VRA) in any capacity other than as explicitly set forth herein.

**Section 9.10 Insurance.** VRA shall purchase and maintain insurance on behalf of any person who is or was a Member, Director, Officer or agent of VRA, or, being at the time a Member, Director, officer or agent of VRA, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not VRA would have the power or the obligation to indemnify such person against such liability under the provisions of this Article.

**Section 9.11 Limitations on Indemnification.** In no case shall VRA indemnify, reimburse or insure any person for any taxes on such person under chapter 42 of the Code. Further, if at any time VRA is deemed to be a private foundation within the meaning of Section 509 of the Code, then, during such time, no payment shall be made under this Article if such payment would constitute an act of self-dealing or a taxable expenditure, as defined in Section 4941(d) or 4945(d), respectively, of the Code. Moreover, VRA shall not indemnify, reimburse, or insure any person in any instance where such indemnification, reimbursement or insurance is inconsistent with any provision of the Code applicable to organizations described in Section 501(c)(3) of the Code.

**Section 9.12 Amendment or Repeal.** Any amendment or repeal of the provisions of this Article shall not adversely affect any right or protection under this Article of any person in respect of any act or omission occurring prior to the time of such amendment or repeal.

## **ARTICLE 10 – EXECUTION OF INSTRUMENTS AND DEPOSITS OF VRA FUNDS**

**Section 10.1 Execution of Instruments Generally.** The President, the Secretary, and the Treasurer, subject to the approval of the Board, may enter into any contract or execute and deliver any instrument in the name and on behalf of VRA. The Board may authorize any Officer or Officers, or agent or agents, to enter into any contract or execute and deliver any instrument in the name and on behalf of VRA, and such authorization may be general or confined to specific instances.

**Section 10.2 Borrowing.** No loans or advances shall be obtained or contracted for, by or on behalf of VRA and no negotiable paper shall be issued in its name, unless and except as authorized by the Board. Such authorization may be general or confined to specific instances. Any officer or agent of VRA thereunto so authorized may obtain loans and advances for VRA, and for such loans and advances may make, execute and deliver promissory notes, bonds, or other evidence of indebtedness of VRA. Any officer or agent of VRA thereunto so authorized may pledge, hypothecate or transfer as security for the payment of any and all loans, advances, indebtedness and liabilities of VRA, any and all stocks, bonds, other securities and other personal property at any time held by VRA, and to that end may endorse, assign and deliver the same and do every act and thing necessary or proper in connection therewith.

**Section 10.3 Deposits.** All funds of VRA not otherwise employed shall be deposited from time to time to its credit in such banks or trust companies or with such bankers or other depositories as the

Board may select, or as may be selected by any Officer or Officers or agent or agents authorized so to do by the Board. Endorsements for deposit to the credit of VRA in any of its duly authorized depositories shall be made in such manner as the Board from time to time may determine.

**Section 10.4 Checks, Drafts, Etc.** All checks, drafts or other orders of the payment of money, and all notes or other evidences of indebtedness issued in the name of VRA, shall be signed by such Officer or Officers or agent or agents of VRA, and in such manner, as from time to time shall be determined by the Board.

**Section 10.5 Proxies.** Proxies to vote with respect to shares of stock of other corporations owned by or standing in the name of VRA may be executed and delivered from time to time on behalf of VRA by the President or any Vice President or by any other person or persons thereunto authorized by the Board.

## **ARTICLE 11 – CORPORATE SEAL**

If the Board determines that a corporate seal should be obtained, the corporate seal shall be circular in form and shall bear the name of VRA and words and figures denoting its organization under the laws of the State of Delaware and year thereof and otherwise shall be in such form as shall be approved from time to time by the Board.

## **ARTICLE 12 – FISCAL YEAR**

The fiscal year of VRA shall end June 30.

## **ARTICLE 13 – FORM OF RECORDS**

Any records maintained by VRA in the regular course of its business, including its Corporate Member ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method, provided that the records so kept can be converted into clearly legible paper form within a reasonable time.

## **ARTICLE 14 – NOTICE BY ELECTRONIC TRANSMISSION**

**Section 14.1 Notice by Electronic Transmission.** Without limiting the manner by which notice otherwise may be given effectively to Corporate Members, Directors, Officers, or committee members, any notice to Corporate Members, Directors, Officers, or committee members given by VRA under any provision of law, the Certificate, or these Bylaws shall be effective if given by a form of electronic transmission consented to by the person to whom the notice is given, unless otherwise provided by the DGCL. Any such consent shall be revocable by such person by written notice to VRA. Any such consent shall be deemed revoked if (i) VRA is unable to deliver by electronic transmission two consecutive notices given by VRA in accordance with such consent and (ii) such inability becomes

known to the Secretary or an Assistant Secretary of VRA or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action.

**Section 14.2 When Notice Deemed Given.** Notice given pursuant to Section 14.1 of these Bylaws shall be deemed given: (i) if by facsimile telecommunication, when directed to a number at which the person has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the person has consented to receive notice; (iii) if by a posting on an electronic network together with separate notice to the person of such specific posting, upon the later of (A) such posting and (B) the giving of such separate notice; and (iv) if by any other form of electronic transmission, when directed to the person. An affidavit of the Secretary or an Assistant Secretary or other agent of VRA that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

**Section 14.3 “Electronic Transmission” Defined.** For purposes of this Article, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

## **ARTICLE 15 – WAIVER OF NOTICE**

Whenever any notice is required to be given under the provisions of the statutes or of the Certificate or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Corporate Members need be specified in any written waiver of notice, or any waiver of notice by electronic transmission, unless so required by the Certificate or these Bylaws.

## **ARTICLE 16 – AMENDMENTS**

These Bylaws may be altered, amended or repealed or new Bylaws may be adopted by the Corporate Members or by the Board, when such power is conferred upon the Board by the Certificate, at any regular meeting of the Corporate Members or of the Board, or at any special meeting of the Corporate Members or of the Board if notice of such alteration, amendment, repeal or adoption of new Bylaws be contained in the notice of such special meeting, provided that at least ten (10) and no more than thirty (30) days written notice be given of such proposed amendment.

## ARTICLE 17 – PROCEDURES CONCERNING CHARITABLE GRANTS

**Section 17.1** *Review and Approval of Grant Requests.* The Board shall meet as needed, but in no event less than once yearly, to review requests for grants of charitable funds. No grant shall be made without review and approval by the vote of the Board and approval of a written proposal or grant request from the grantee; provided, however, that the Board may authorize the President or Executive Director, if any, to approve grants between Board meetings, subject to funding limits set forth in writing by the Board.

**Section 17.2** *Scope of Grantmaking.* No grant shall be approved unless the grantee organization has provided satisfactory evidence of current charitable status. Each organization shall provide evidence including, but not limited to, its qualification under Section 501(c)(3) of the Code.

**Section 17.3** *Written Agreement Required for Grantees.* Execution of a written agreement by each grantee organization shall be a condition of approval of each grant. Such written agreement shall include provisions requiring periodic and detailed reporting regarding the use of charitable funds, and shall require the return of any and all funds not used for the intended, charitable purposes.

**Section 17.4** *Solicitation.* VRA may solicit funds for a specific project provided that VRA shall retain the right to withdraw approval of any grant.

**Section 17.5** *No Earmarking of Contributions.* VRA will not accept contributions earmarked for a particular grantee and will make this policy known to donors.

**Section 17.6** *Maintenance of Books and Records.* The Board shall maintain books and records to document the use of all charitable funds granted.

## ARTICLE 18 – CHAPTERS

**Section 18.1** *Establishment of Chapters.* VRA shall recognize as chapters such bodies as make written application to the Board, and are determined by the Board to be in consonance with the purposes of VRA and meet the requirements for eligibility as set forth in this Article.

**Section 18.2** *Geographic Restrictions.* Dues-Paying Members who reside or work in a defined geographical area may apply to the Board for chapter approval. Upon approval, a new chapter shall submit a statement of rules or bylaws in a timely manner as set forth by the Board and in compliance with VRA's Certificate of Incorporation and these Bylaws.

**Section 18.3** *Eligibility.* Any Dues-Paying Member may belong to one (1) or more chapter. Any individual who is not a Dues-Paying Member may apply for membership in a chapter if so authorized by that chapter's bylaws, but membership in a chapter alone does not confer any benefits or privileges upon those who are not also Dues-Paying Members.



**Section 18.4 Officers.** There shall be at least two (2) officers in a chapter, including a chair and a secretary or treasurer. Additional officers may be authorized by a given chapter's bylaws and as approved by the Board.

**Section 18.5 Annual Report, Budget.** Each chapter shall submit a written annual report for review by the Board. Annual reports should include the names of chapter officers and members, and should summarize the activities of the chapter for the year. The reports will, upon approval by the Board, be made available to the Dues-Paying Members in an official publication of VRA. Chapter may also be asked to provide a mid-year report for confidential review by the Board. Any chapter that wishes to make a budget request or propose an item for Board action must submit a written request in the time and manner prescribed by the Board Secretary.

**Section 18.6 Chapter Funds.** A chapter may request funds for special projects from the Board, which must be used exclusively for the purposes set forth in writing and in furtherance of VRA's charitable and educational mission.

**Section 18.7 Suspension, Inactivity.** The Board may suspend, or place on inactive status, any chapter at the request of the chapter's membership or for failure to comply with its bylaws. Inactive chapters shall have no obligation to provide annual or mid-year reports.

**Section 18.8 Dissolution.** The Board shall authorize the dissolution of a chapter in its sole discretion, and the decision and reasons for dissolution shall be distributed in writing to the Dues-Paying Members.

**CERTIFICATION**

I hereby certify that I am the Secretary of VRA and that the foregoing Bylaws are the Bylaws of VRA as adopted by the Board of VRA on January 6, 2022, and that these Bylaws have not been amended or modified since that date.

Dated: 6/16/22

By:  \_\_\_\_\_

Name: Jonathan Cartledge