

BYLAWS

OF

PROFESSIONAL LIGHTING AND SIGN MANAGEMENT  
COMPANIES OF AMERICA, INC., (a Not For Profit Corporation)  
d/b/a  
PLASMA

**(Adopted August 21, 2004: amended 2005, 2006, 2008, 2010, 2014, 2016)**

1. NAME. The name of this non-profit Corporation is PROFESSIONAL LIGHTING AND SIGN MANAGEMENT COMPANIES OF AMERICA, INC. (sometimes referred herein as to the "Corporation").

2. PRINCIPAL OFFICE. The principal office of the Corporation shall be at such other place or places as the Board of Directors may from time to time designate.

3. POWERS AND PURPOSES.

3.1 General Powers. The Corporation shall have all powers as may be stated in its Articles of Incorporation and such powers as are now or may be granted hereafter by law.

3.2 Primary Purpose. The primary purpose of the Corporation is: (i) the promotion and establishment of statements, policies and procedures to implement growth among companies who provide installation and maintenance services of exterior and interior lighting, electrical and signage products, (ii) providing educational seminars, product disclosure and the dissemination of information relative to exterior and interior lighting and signage products, and (iii) to promote the growth of the exterior and interior lighting, electrical and signage industry through advertising in national trade publications, development of brochures and other literature.

4. MEMBERS.

4.1 Membership. Membership of the Corporation shall consist of individuals, businesses, business firms and/or preferred vendors interested in promoting the purpose of the Corporation. Candidates for membership must be sponsored by the Board or a general member.

The Board of Directors may establish various classes of membership in the Corporation and shall set the requirements, including the amount of donation, if any, necessary to qualify for each class of membership. Current membership classes include:

Active Member: Any sole proprietorship, partnership, corporation, or other business entity that self-performs lighting services, subscribes and adheres to the standard

operation procedures of the association as adopted, amended, or interpreted, and agrees to be governed by the bylaws of the association shall be eligible for active membership in the association.

Associate Member: Associate membership shall be limited to those not qualified for Active membership. Associate membership shall be available to any individual, sole proprietorship, partnership, corporation, or other business entity engaged in providing services related to the lighting service and sign industry as defined by the Board. Associate members are not entitled to cast a vote. Associate members must be sponsored by an active member annually at renewal.

Partner Member: Partner membership shall be limited to those not qualified for Active membership. Partner membership shall be available to any individual, sole proprietorship, partnership, corporation, or other business entity engaged in purchasing services related to the lighting service and sign industry as defined by the Board. Partner members are not entitled to cast a vote. Partner members must be sponsored by an Active member annually at renewal.

Voting: Each Active member shall be entitled to cast one (1) vote at membership meetings. When more than one (1) person representing an active member attends a meeting, one (1) shall be designated as the person to cast any vote, upon the request of the Association. Associate and Partner members are not entitled to cast a vote.

4.2 Termination. Upon termination all rights, privileges, and interests of a general member, board member and/or preferred vendor shall cease.

The membership of any member may be suspended or terminated:

4.2.1 for any conduct deemed improper or prejudicial to the Corporation by an affirmative vote of two-thirds of the Board of Directors present at a regular or special meeting of such Board of Directors. In any event, a written statement of the reasons for the proposed suspension or termination shall be given to such member and the member shall be given an opportunity to be heard; or

4.2.2 for failure to pay any Assessment as described herein; or

4.2.3 for the failure to comply with the terms and conditions of the Bylaws,; or

4.2.3 the payment of a reinstatement fee as determined by the Board of Directors, if applicable,

4.3 Resignation. Any member may resign by filing a written resignation with the Corporation's Executive Director.

4.4 Reinstatement.

4.4.1 A former member whose resignation was accepted by the Board of Directors may be reinstated to membership upon:

4.4.1.1 written request filed with the Corporation's Executive Director and

4.4.1.2 by the affirmative vote of two-thirds of the Board of Directors on such terms as the Board of Directors may deem appropriate.

4.5 Transferability. Membership in the Corporation is not transferable.

4.6 No Vested Rights. No member, incorporator or Director or officer shall have any vested right, interest or privilege of, in or to the assets, functions, affairs or franchises of the Corporation.

4.7 Membership Application/Requirements. The Board of Directors shall prescribe forms, procedures, and requirements for membership qualification and approval.

4.8 Member's Quick Response Area. A member can designate a geographic area within which it can respond quickly for emergency services. Members can designate geographic areas that overlap partially or totally with other members' designated geographic area. There is no requirement that a member use a member in that member's designated quick response area.

4.9 Member's Designated Representative. Each member in good standing shall be entitled to one vote in general meetings or special meetings. Such vote may be cast by the member's Owner or Chief Executive Officer. Annually members shall submit its designated representative to the Corporation's Executive Director.

The Board at its discretion may accept a designated representative who is not the member's Owner or Chief Executive Officer by written request to PLASMA's board of directors from a legally privileged member, owner or other officer of the company.

4.10 Fees, Dues and Assessments.

4.10.1 Assessment. The Board of Directors shall have the authority, by majority vote, to establish and revise an initiation fee, dues, regular or special assessments, all of which shall be defined as assessments ("Assessments").

Each member agrees that so long as he/she/it is a Member, he/she/it will be responsible for timely payment to the Corporation of the amount or amounts established as Assessments.

4.10.2 Dues. Annual dues shall be levied as determined by the Board of Directors, and paid in payments as determined by the Board.

4.10.3 Special Assessments. Special assessments may be imposed by the Board of Directors when advertising campaigns or educational seminars or other expenses necessary to promote the purposes of the Corporation, having a majority vote of acceptance by the Board of Directors, exceed the available funds of the Corporation.

4.10.4 Payment Schedule. At the time a regular or special assessment is approved by the Board of Directors, a payment schedule shall be established and recorded in the minutes. Remittances will be made by the same method as dues.

4.10.5 Late Fee. The failure of any member to pay an Assessment by the specified due date shall be subject to a late fee of \$25.00 or 5%, whichever is greater, for each delinquent month, in addition to those amounts already in arrears.

4.10.6 Default. Upon default in the payment of an Assessment, the Board of Directors of the Corporation or its designee shall have the authority to bring legal proceedings for restitution of the amount in arrears. The member will be liable for any reasonable attorney's fees, collection agency fees and/or court costs incurred by the Corporation or its designee in attempting to collect the amounts due. Any action by the Corporation to collect any amounts due shall not preclude the Corporation from bringing subsequent actions against a member to collect further amounts that become due, nor shall the action to collect amounts due be deemed exclusive.

#### 4.11 Meetings

4.11.1 Regular Meeting. The regular annual meeting of the Corporation shall be held at such time and place as may be designated by the Board. At least one meeting shall be held each year.

4.11.2. Special Meeting Special meetings of the Corporation may be called at any time by the Board and must be called upon petition of one-third or more of the total Company Members.

4.11.3 Notice of Meeting Notice of the time and place of holding each meeting of the Corporation shall be given to each member company by mailing via US Mail, courier service, or electronic mail the same to the last known address of the

designated representative of each member. The notice of any Special Meeting shall set forth the subject or subjects to be considered and no business affecting the general interest or welfare of this Corporation shall be transacted except as specified in such notice.

4.11.4 Quorum: A quorum at any regular or special meeting of the membership shall consist of not less than fifty percent of the Company Members.

4.11.5 Member companies are required to provide a duly authorized representative with authority to legally represent its company to all general membership meetings. Attendance and participation throughout the entire meeting is required. Member companies can request excusal from all or part of the meeting in writing to the Board of Directors. The Board of Directors shall review on a case by case basis and will respond with its decision in writing.

## 5. DIRECTORS.

5.1 Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors.

5.2 Powers. The affairs of the Corporation shall be managed by a Board of Directors (the "Directors" or "Board") which shall be composed of the officers of the Corporation except as may be otherwise specified in the Articles of Incorporation of the Corporation or these Bylaws, Directors, other than the directors serving by reason of their election as officers of the Corporation, shall be elected by the membership at the annual meeting and shall serve for a term of two (2) years from the date of their election. The President shall serve as the Chairman and the President-Elect shall serve as Vice Chairman of the Board.

5.3 Qualification. All Directors must be an individual voting representative of a member of the Corporation in good standing.

5.4 Compensation. The Directors of the Corporation will not receive any compensation by virtue of holding such office. However, at the discretion of the Board of Directors, such Directors may be reimbursed for expenditures reasonably incurred in furtherance of the activities and objectives of the Corporation. Notwithstanding the foregoing, the Board of Directors shall have the power, in its discretion, to contract for and to pay special compensation to Directors rendering unusual or exceptional services to the Corporation appropriate to the value of such services.

5.5 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he (or she)

votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

5.6 Number of Directors. The Corporation shall have a Board of Directors of seven (7) members.

5.7 Honorary Directors. Any past president or founding members of the Corporation that are in good standing may serve as ex-officio Honorary Board Member on the Board of Directors. Honorary Board Members will not be entitled to vote.

5.8 Election and Term. The Directors serving Board of Directors positions for each new term shall be elected by a majority vote of the General Membership and shall hold office for two (2) years, or until their successors shall have been duly qualified or until their earlier resignation, removal from office or death. Each Director shall be eligible for two (2) consecutive terms for which he (or she) is elected and until his (or her) successor shall have been elected and qualified or until his (or her) earlier resignation, removal from office or death.

5.9 Vacancies. Any vacancy occurring in the Board of Directors, including any vacancies created by reason of an increase in the number of Directors shall be filled by the affirmative vote of the majority of the remaining Directors though less than a quorum of the Board of Directors, or by the sole remaining Director, as the case may be, or otherwise as required by law. A Director elected to fill a vacancy shall hold office until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

5.10 Removal of Directors. Any director may be removed, with or without cause, by a vote of the majority of the members entitled to vote at a member meeting.

5.11 Resignation of Directors. A Director may resign at any time by delivering notice to the Board of Directors or its Chairman or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If the resignation is made effective at a later date, the Board of Directors may fill the vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

5.12 Quorum and Voting. A majority of the number of Directors fixed by these Bylaws or by resolution shall constitute a quorum for the transaction of business. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise provided herein.

5.13 Place of Meeting. Regular and special meetings of the Board of Directors shall be held at the principal place of business of the Corporation or at such other place as may be designated by the President.

5.14 Time, Notice and Call of Meetings. An annual meeting of the Board of Directors shall be held at the principal office of the Corporation, or at such other place as the Board of Directors may designate, in the month of January of each year, or at such other time as the Board of Directors may determine, for the purpose of electing directors, and for the transaction of such other business as may properly come before the meeting. Written notice of the time and place of meetings of the Board of Directors, other than regular meetings, shall be given to each Director by either personal delivery, at least two (2) days before the meeting or by notice mailed to the Director at least ten (10) days before the meeting.

Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

Meetings of the Board of Directors may be called by the President of the Corporation or by any one Director. Members of the Board of Directors may participate in a meeting of such board by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

5.15 Action Without A Meeting. Any action required to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of Board of Directors or a committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so to be taken, signed by all the Directors, or all the members of the committee, as the case may be, is filed in the minutes of the proceedings of the board or of the committee. Such consent shall have the same effect as a unanimous vote.

5.16 Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except as is provided by law.

5.17 Budget. The Board of Directors, on or prior to January 1<sup>st</sup> of each year, shall prepare an annual budget based on the projected income and expenses for the following year.

## 6. OFFICERS.

6.1 Officers. The officers of the Corporation shall consist of an Immediate Past President, President, and President Elect/Treasurer each of whom shall be elected in the manner provided herein. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time.

6.2 Immediate Past President. The Immediate Past President is a member of the Board of Directors and shall perform such other duties as may be assigned by the President or the Bylaws.

6.3 President. The President shall be the Chief Elected Officer of the Corporation. The President shall have all of the powers and duties which are usually vested in the office of President of a corporation, including but not limited to the power to appoint committees from among the members of the Board of Directors from time to time, as he (or she) may in his (or her) discretion determine appropriate, to assist in the conduct of the affairs of the Corporation. The President shall succeed the current Immediate Past President at the termination of the Immediate Past President's year in office.

6.4 President-Elect/Treasurer. The President-Elect/Treasurer shall succeed the current President at the termination of the President's year in office. The President-Elect/Treasurer will Act for the President in the case of the President's absence or disability or when delegated the responsibility by the President. The President Elect/Treasurer will be the custodian of all of the funds of the Corporation and shall report the Corporations financial standing at Board meetings. The President-Elect/Treasurer will perform such other duties as may from time to time be prescribed by the President or the Board of Directors.

6.5 The Executive Director shall assist the President in the administration of the Corporation's affairs. His or her duties and responsibilities shall be prescribed by the Board of Directors and directed by the President. The Executive Director shall keep full and accurate financial records and shall maintain all receipts, credits, assets, liabilities and general financial transactions of the Corporation. He or She shall perform such other duties as may be prescribed by the Board of Directors and directed by the President. Executive Director and/or the Officers may delegate duties to the staff. The Executive Director shall not be required to be a member of the Corporation and is not a voting member of the Board.



6.6 Compensation. The compensation of all officers shall be fixed by the Board of Directors provided that no officer shall receive compensation for his (or her) services to the Corporation unless he (or she) is employed.

6.7 Removal of Officers. An officer or agent elected or appointed by the Board of Directors may be removed with or without cause by vote of the majority of the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby. Any vacancy in any office may be filled by the Board of Directors.

6.8 Qualification All Officers must be an individual voting representative of a member of the Corporation in good standing with the exception of the Executive Director and the Clerk.

6.9 Election and Term. The Office of President-Elect/Treasurer shall be elected by a majority vote of the General Membership and shall hold office for one (1) year. After the initial one (1) year term, the individual serving the Office of President-Elect/Treasurer shall succeed the President and shall serve office for a one (1) year term. After the one (1) year term the individual serving the Office of President shall succeed the Immediate Past President and shall serve office for a one (1) year term.

6.10 Vacancies. Any vacancy occurring in the officer positions shall be filled by the affirmative vote of the majority of the remaining Directors though less than a quorum of the Board of Directors, as the case may be, or otherwise as required by law. An Officer elected to fill a vacancy shall hold office until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

6.11 Resignation of Officers. An Officer may resign at any time by delivering notice to the Board of Directors.

7. COMMITTEES. The Board of Directors shall have the power and authority to establish committees, from time to time, in their sole discretion. Include one Partner Member and one Associate Member into committees as an Ex-Officio.

## 8. MEMBERSHIP PARTICIPATION PROGRAM.

8.1 Licenses and Insurance. The Participating Member shall provide to the Board of Directors at the time of its admission as a Member licensing certificates, bonding and insurance requirements, and certificate of authority to conduct business in the members' state, and any other requirements, as determined by the Board of Directors. Within 14 days of a change in status, each Member is required to provide the Board notification in writing defining change.

8.2 Minimum Installation and Service Requirements. Members agree to comply with the Corporation's current and approved SOP defining this policy

8.3 Confidential Information. Each member, in and as a result of its membership in the Corporation, will be making use of, acquiring and/or adding Specific Trade Secrets developed by a member and of a special and unique nature and value to the member, including, but not limited to, the nature and material terms of business opportunities and proposals available to the member, the member's methods, systems and research, the names and address of its clients and staffing personnel, prices charged and paid by a member or its clients, technical memoranda, research reports, employment specifications, report cards, client records and files, staffing personnel records and files, services, operating procedures, charts, ledgers, accounts receivable ledgers, methods and systems, account payable ledgers, records of amounts received from clients, financial records of the member and of its clients, any and all insurance records of member, and other information, data, and documents now existing or later acquired by member, regardless of whether any such information, data, or documents qualify as a "trade secret" under applicable Federal or State law (collectively, the "Specific Trade Secrets"). As a material inducement for the Corporation to accept a member, each member covenants and agrees that it shall not at any time during the period of membership or following any termination thereof, directly or indirectly, divulge or disclose or use for any purpose whatsoever (except for the sole and exclusive benefit of a Originating Member), any Specific Trade Secrets which have been obtained by or disclosed to a member as a result of the Participating Member's services hereunder.

8.4 Non-Solicitation.

8.4.0 Each member agrees it will not solicit employees from other member companies while it is a member and for one year after termination of membership.

8.4.1 Each member acknowledges that the occurrence of any of the events and/or activities set forth in Sections 8.3 and 8.4 are events or activities that will by their very nature result in, whether or not intentional, the disclosure or use of a members Specific Trade Secrets and that the disclosures or use of member's Specific Trade Secrets will result in irreparable injury to the member which irreparable injury cannot adequately be compensated by damages in an action at law, and that such violation will affect the legitimate business interest of the member.

8.8 Equitable Relief. In the event of a breach or threatened breach by the breaching member of any of the provisions of Section 8 hereof, Corporation and the non-breaching member, in addition to and not in limitation of any other rights,

remedies, or damages available to the Corporation and the non-breaching member at law or in equity, shall be entitled to a permanent injunction in order to prevent or to restrain any such breach by the breaching member or by the breaching member's partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with the breaching member .

8.9 Indemnification. Each member agrees to indemnify and hold harmless the other members and the Corporation, including, without limitation, its directors, officers, shareholders, agents and employees from any and all liability, losses, claims, damages, costs, causes of action, judgments or settlements arising therefore, including reasonable attorneys' fees, at all levels of trial, bankruptcy and appeal, caused or asserted to be caused, directly or indirectly, by or as a result of the performance of services rendered by a member to any customer of another member or any breach of the terms of the provisions of the MPP or any wrongful act, omission or negligence on the part of a member in the performance of its duties hereunder.

9. BOOKS AND RECORDS.

9.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall keep minutes of the proceedings of its Board of Directors and committees of directors.

10. AMENDMENTS. These Bylaws may be altered, amended, repealed or added to by the vote of the Board of Directors of this Corporation at any regular meeting of the Board, or at a special meeting of Directors called for that purpose. Upon adoption of the amendment, such amendment shall be send to the membership by the executive director.

11. PARLIAMENTARY AUTHORITY. Basic parliamentary procedure shall be used at all corporation meetings.

12. INDEMNIFICATION.

12.1 Actions in General. The Corporation shall indemnify any person who was or is 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 (other than an action by or in the right of the Corporation) by reason of the fact that he (or she) is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, director, officer, employee or agent of another Corporation, partnership, joint venture, trust, or other enterprise, or is or was serving at the request of the Corporation as a trustee or administrator or in any other fiduciary capacity.

12.2 Action By or In Right of Corporation. The Corporation shall 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 by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he (or she) is or was a Director, Officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a trustee, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or is or was serving as a trustee or administrator or in any other fiduciary capacity under any pension, profit sharing, deferred compensation or other plan, or any employee welfare benefit plan of the Corporation.

12.3 Determination that Indemnification is Proper. Any indemnification under Sections 14.1 or 14.2 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, Officer, employee, agent, trustee, administrator or other fiduciary is proper.

The indemnification shall be against expenses (including attorneys' fees), judgment, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit, or proceeding if he (or she) acted in good faith and in a manner he (or she) reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his (or her) conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which he (or she) reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, he (or she) had reasonable cause to believe that his (or her) conduct was unlawful.

No indemnification shall be made in respect of any claim, issue, or matter as to which the person has been adjudged to be liable for negligence or misconduct in the performance of his (or her) duty to the Corporation, unless (and only to the extent that) the court in which the action or suit was brought, or a court of equity in the county in which the Corporation has its principal office, determines upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall deem proper. No determination of good faith is required if a person is successful on the merits or otherwise in defense of any action suit or proceeding.

The determination shall be made (1) by the Board of Directors by a unanimous vote of all of the Directors then in office who were not parties to the action, suit or proceeding, or, (2) if the disinterested Directors so direct, the determination of the

propriety of any indemnification under this Article shall be made, in a written opinion, by independent legal counsel, (i.e., a lawyer who is not a Director, Officer, employee or agent of the Corporation or such other Corporation, partnership, joint venture, trust or other enterprise, or is not or was not serving at the request of the Corporation as a trustee or administrator or in any other fiduciary capacity under any pension, profit sharing, deferred compensation or other plan, or any employee welfare benefit plan of the Corporation, and who is not a partner or professional associate of any Director, Officer, employee or agent of the Corporation or such other Corporation, partnership, joint venture, trust or other enterprise).

Expenses (including attorneys' fees) incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition thereof if authorized in the specific case by a preliminary determination, that there is a reasonable basis for a belief that the Director, Officer, employee, agent, trustee, administrator or other fiduciary met the applicable standard of conduct set forth herein, but only upon receipt of an undertaking by or on behalf of the Director, Officer, employee, agent, trustee, administrator or other fiduciary reasonably assuring that such amount will be repaid unless it shall ultimately be determined that he (or she) is entitled to be indemnified by the Corporation as authorized in this Article.

12.4 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of another Corporation, partnership, joint venture, trust or other enterprise, or is or was serving at the request of the Corporation as a trustee or administrator or in any other fiduciary capacity under any pension, profit sharing, deferred compensation or other plan, or any employee welfare benefit plan of the Corporation, against any liability asserted against him (or her) and incurred by him (or her) in any such capacity, or arising out of his (or her) status as such, whether or not the Corporation would have the power or would be required to indemnify him (or her) against the liability under the provisions of this Article or of the laws of this State.

13. LIMITATIONS ON ACTIVITIES. No part of the net earnings of the Corporation shall insure to the benefit of, or be distributable to its, trustees, Directors, Officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes as set forth herein.

14. DISPOSITION OF ASSETS. In the event of the dissolution of the Corporation under Florida law, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation to such organizations as are engaged in activities of the type conducted by this Corporation and described in the Corporation's Articles of Incorporation, as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal

office of the Corporation is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

15. GENERAL.

15.1 Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

15.2 Enforcement of Obligations. The Board of Directors of the Corporation, as well as a Originating Member who has contracted with a Participating Member under the MPP may enforce by appropriate action, including legal equitable action, the provisions of these bylaws for which a member or former member has become obligated by virtue of his execution of the Membership Agreement.

15.3 Conflict of Interest. Members shall not be financially interested in any contract made by them in their official capacity. Members shall disclose any financial interest in any matter coming before the Corporation.

15.4 Effective Date. These bylaws and future amendments thereto, unless otherwise specified, shall become effective immediately upon adoption.

**Board of Directors**

<u>/s/ William Shank</u> Name/Title	<u>Dec 31, 2016</u> Date
<u>/s/ Shiv Sudan</u> Name/Title	<u>Dec 31, 2016</u> Date
<u>/s/ Leo Murray</u> Name/Title	<u>Dec 31, 2016</u> Date
<u>/s/ Kyle McClelland</u> Name/Title	<u>Dec 31, 2016</u> Date
<u>/s/ Jarad Bailey</u> Name/Title	<u>Dec 31, 2016</u> Date
<u>/s/ Todd Mendelsohn</u> Name/Title	<u>Dec 31, 2016</u> Date

/s/ Lydia Roze  
Name/Title

Dec 31, 2016  
Date