

BYLAWS



Publishers Associated to Gain Economy Cooperative

BYLAWS
Amended and Restated [INSERT DATE HERE]

ARTICLE I

Name

The name of this Cooperative association shall be Publishers Associated to Gain Economy Cooperative (the "PAGE Cooperative", "PAGE", or "Cooperative"), doing business as PAGE.

ARTICLE II

Purpose

The purpose for which the Cooperative is organized is to establish a cooperative purchasing system for independent daily newspapers and independently owned newspaper groups, as defined below, for centralized large volume acquisition of commonly used goods or services, and to engage in all necessary and legal activities associated therewith. The Cooperative is organized to provide an economic service, reduce costs of operation, and provide for substantial equality in ownership and control of the Cooperative to the primary and mutual benefit of the members of the Cooperative (or their patrons) as ultimate consumers.

ARTICLE III

Offices

The principal office of the Cooperative shall be located in Pennsylvania or any location designated by the Board of Directors (the "Directors"). The Cooperative may have such other



offices, as the Board of Directors may determine or as the affairs of the Cooperative may require from time to time. The Cooperative shall keep its books and records at its principal office.

ARTICLE IV

Membership

Section 1. Use and Control. Services of the Cooperative are furnished primarily for the use of its members and control by each member is equal.

Section 2. Qualifications. The members of the Cooperative shall be composed of independent daily or non-daily, general-interest newspapers or independently-owned general interest newspaper groups under common ownership, as defined in Section 3 of Article IV. The prospective member must be approved for membership by a majority of the Board of Directors, and have paid the required equity deposit for a membership in the Cooperative. The prospective member must be financially sound and have a good reputation for ethical business dealings, in the sole discretion of the Board of Directors. The prospective member must qualify under the PAGE Credit Insurance Program; or, provide PAGE Cooperative with acceptable collateral as prescribed by the PAGE Board of Directors, either which shall be the maximum credit extended by the Cooperative to that member. The prospective member must not be under or subject to any judgment or order of any federal or state court or administrative agency which would, in the sole discretion of the Board of Directors, prohibit the subscriber from functioning as a customer/member of the Cooperative. And the prospective member must agree, by the execution of a membership agreement acceptable to the Board of Directors followed by completion of the payment of the purchase price of one membership, to be bound by the Cooperative's Articles of Incorporation and these bylaws.

Section 3. Eligibility. Any publication that meets any of the following definitions is eligible to apply for membership in the Cooperative and if approved by the Board of Directors, its representative is entitled to vote and is eligible to become a Director and/or Officer of the Cooperative:

(a) Prospective member's company is a Newspaper, defined as:

- I. Printed publication;
- II. At least four (4) pages in length;
- III. Issued at least every other month;
- IV. Principally devoted to the dissemination of local or general news and

other editorial content (not less than 25% of overall content); or

(b) Prospective member's company is a company that is 51% or more owned by a newspaper as defined in the above (a) "Newspapers defined as" paragraph; or

(c) Prospective member's company is a Digital Publication, defined as:

- I. Available to the general public online or digitally;
- II. Content must be updated on a regular basis, not less than twice per week;
- III. Must follow the ethics and standards of print journalism;
- IV. Links to other web content may be included, but the publication's core

content must reside on a server and/or website;

V. Principally devoted to the dissemination of local or general news and other editorial content (not less than 25% of overall content).



The Board may refuse any prospective member's admission in PAGE if in the Board's sole and reasonable discretion, admitting the prospective member may detrimentally impact the effectiveness of the Cooperative.

Section 4. Subscription Agreements and Membership Certificates. The context and form of Membership Agreements and Membership Certificates shall be prescribed by the Board of Directors in accordance with the United States Internal Revenue Code, the laws of the District of Columbia and any other applicable law.

Section 5. Membership Interest Charges and Liability.

(a) The capital of the Cooperative shall consist of the aggregate amount standing to the credit of members on account of the membership interests allotted to them.

(b) Economic savings realized by the Cooperative purchasing system established by the Cooperative shall be passed to each member on the basis of their patronage of the Cooperative. The maximum rate at which any return is paid on share or membership capital is limited to not more than 8% (eight percent) per annum.

(c) The Cooperative includes a service charge to the members of a certain percentage for each billed purchase. The amount of such percentage shall be determined from time to time by the Board of Directors.

(d) The Cooperative shall have a lien upon the interest of members and upon all moneys due to the members for any debts owing by members to the Cooperative.

(e) Members shall not be jointly or severally liable for any debts of the association, nor shall a member be so liable except to the extent of the unpaid amount and the shares or membership certificate subscribed by him/her.

Section 6. Transferability. Membership interests shall not be transferable except pursuant to these Bylaws:

(a) Under no circumstances may anyone not eligible for membership under Article IV, Section 2 of these Bylaws acquire any membership or interest in any membership.

(b) If a member desires to withdraw from the Cooperative or dispose of his/her membership therein, the Directors are authorized to refund the membership fee/equity deposit and any retained equity for that member in full, upon sixty (60) days prior written notice to PAGE that the member is withdrawing from membership, and provided that the member's accounts with PAGE are fully paid. The Cooperative will have the authority to apply the equity deposit and any retained equity towards any outstanding invoices.

(c) If the Cooperative fails, within sixty (60) days of the original notice of withdrawal, to refund the membership fee in full, the member may dispose of the membership interest elsewhere, subject to the approval of the transferee by a majority vote of the Directors. Any would-be transferee not approved by the Directors may appeal to the members at their first regular or special meeting thereafter, and the action of the meeting shall be final. If such transferee is not approved, the Directors shall refund the membership fee in full, if and when such refund can be made without jeopardizing the solvency of the Cooperative.

Section 7. Expulsion of Members. A member may be expelled by the vote of a majority of the members voting at a regular or special meeting. The member against whom the charges are to be preferred shall be informed in writing at least ten (10) days in advance of the meeting, and shall have an opportunity to be heard in person or by counsel at said meeting. On decision of the association to expel a member, the Board of Directors shall purchase the member's holdings at par value, if and where there are sufficient reserve funds. The Board of Directors may establish rules for expulsion without return of membership fees of any member of the Cooperative for failure to comply with the Bylaws or any rules or regulations of the Cooperative.

Section 8. Purchasing Privileges. The Purchasing Privileges of any Member Company may be immediately and indefinitely suspended due to that Member Company's failure to comply with the credit policies of the Cooperative. The Purchasing Privileges of any Member Company may also be immediately and indefinitely suspended if that Member Company files for bankruptcy, as defined below. If a Member Company files for bankruptcy, that filing itself shall constitute a default of the terms and conditions of membership, and that said default shall be a post-bankruptcy petition default, entitling the Cooperative to immediately and indefinitely suspend that Member Company's Purchasing Privileges. The Board of Directors may appoint a credit committee of the Board to oversee the execution of the adopted credit policy.

"Files for bankruptcy" by a Member Company shall be deemed to have occurred upon the happening of any of the following: (i) the filing of an application by such Member Company for, or a consent to, the appointment of a trustee of its assets; (ii) the filing by such Member Company of a voluntary petition in bankruptcy or the seeking of relief under Title 11 of the United States

Code, as now constituted or hereafter amended, or the filing of a pleading in any court of record admitting in writing its inability to pay its debts as they come due; (iii) the making by such Member Company of a general assignment for the benefit of creditors; (iv) the filing by such person of an answer admitting the material allegations of, or its or his consenting to, or defaulting in answering, a bankruptcy petition filed against it in any bankruptcy proceeding or petition seeking relief under Title 11 of the United States Code, as now constituted or as hereafter amended; or (v) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such person a bankrupt or for relief in respect of such person or appointing a trustee of its or his assets, and such order, judgment or decree continued unstayed and in effect for any period of 60 consecutive days.

ARTICLE V

Meeting of Members and Voting

Section 1. Time and Place of Meetings. All meetings of the members may be held at such time and place, either within or without the District of Columbia, as a majority of the Board of Directors may from time to time designate or as may be designated in the notice calling the meeting.

Section 2. Annual Meetings. A meeting of all of the members of the Cooperative shall be held annually. This annual meeting shall be held upon the call of the President of the Cooperative at the date, time and place set forth in the notice of the meeting. The election of Directors in the manner prescribed in these Bylaws shall be conducted at this annual meeting.

Section 3. Special Meetings. Special meetings may be called by a majority vote of the Board of Directors or by a written petition of at least one-tenth of the membership, in which case it shall be the duty of the secretary to call such meeting to place within thirty (30) days after such demand.

Section 4. Notice of Meetings. The secretary shall give notice of the time, date and place of all meetings by sending a notice thereof to each member at its last known address not less than fifteen (15) days prior to the day set for the meeting. The notice of a special meeting shall specify the purpose for which the meeting is called. If the meeting is being called to consider an amendment, the Secretary shall give notice not less than thirty (30) days prior to the day set for the meeting.

Section 5. Order of Business. The order of business at annual and regular meetings and, insofar as possible, at other meetings of the members shall be as follows:

- (a) Ballots received by any means of communication directed by the Board of Directors.
- (b) presentation of YTD financial statements;
- (c) reports of the Board of Directors and of officers and consideration of those reports;
- (d) consideration of matters presented by members;
- (e) elections;
- (f) unfinished business
- (g) new business; and

(h) adjournment.

Section 6. Voting, Quorum and Adjournment. Each member of the Cooperative shall have one (1) and only one (1) vote. A majority of the members of the Cooperative who have submitted votes within the prescribed time frame will be necessary to constitute an election or any other vote and the vote of the majority of members voting within the prescribed time frame shall be an act of the entire membership.

Vote by mail, fax, email or other means as directed by the Board of Directors may be conducted. The secretary shall send to the members a copy of any proposal scheduled to be offered at a meeting, together with the notice of said meeting, and the mail, faxed, emailed or other voting means as directed by the Board of Directors votes cast by members shall be counted together with those cast at the meeting if such mail, faxed, emailed or other voting means as directed by the Board of Directors votes are returned to the Cooperative prior to the Annual Meeting. The mail, fax, email or other voting means as directed by the Board of Directors votes timely received in response to a proposal scheduled to be offered at a future meeting will be counted in computing a quorum.

ARTICLE VI

Board of Directors

Section 1. General Powers and Eligibility. The Board of Directors is the governing body of the Cooperative and has supervision, control and direction of the affairs of the Cooperative, its staff and committees; determines the policies or changes therein; and actively prosecutes the objectives of the Cooperative and supervises the disbursement of its funds. Thus, the business of



the Cooperative shall be managed by its Board of Directors, which may exercise all powers of the Cooperative and perform all lawful actions which are not by law, the Articles of Incorporation, or these Bylaws directed or required to be performed by the members.

In order to be eligible to serve as a Director, a candidate must meet the following criteria:

- (a) Be employed and/or have an ownership stake in a company that is an active member of PAGE; and
- (b) Have the authority to bind the member company in purchasing.

Section 2. Number and Non-Affiliated Directors. The operation of the Cooperative shall be under the management of an odd numbered Board of Directors not to exceed fifteen (15) but in no event shall the number be less than five (5). There shall be a maximum of three (3) individuals on the Board of Directors who constitute as “Non-Affiliated Directors.” At no time shall Non-Affiliated Directors be the majority of the Directors. “Non-Affiliated Directors” shall be defined as individuals who have no affiliation to any member company, but who, in the sole discretion of the Board of Directors, offer strategic expertise to PAGE.

Section 2A. Nominations. All nominations for Directors will be made by the Governance Committee of the Board of Directors with required approval by the full Board. Recommended nominations from the membership may be considered by the committee if submitted in writing by a time designated by the Governance Committee. All Board of Directors must complete a “Conflict of Interest” form and must disclose any conflicts the Director may have and additionally, have a duty to supplement the form as circumstances change.

Section 3. Tenure. Approximately one-third (1/3) of the Directors are to be elected for a term of three (3) years at each annual meeting of members. A Director shall be eligible for re-election at the expiration of the term of his/her office. Directors shall hold office until their successors are elected, or until such Director is removed. Beginning with the 2014 election (for terms beginning January 1, 2015), Directors are limited to three consecutive three-year terms unless they are elected Vice President, President or Chair before the end of their final term. If so elected, they shall be permitted to serve out their terms as Vice President, President or Chair, and then continue as a Director up to a maximum of 16 years.

Section 4. Removal. A Director may be removed with or without cause, by a vote of two thirds (2/3) of the members voting at a regular or special meeting. Any Director removed by such vote shall have an opportunity to be heard at said meeting. Such removal shall be without prejudice to the contract rights, if any, of the Directors be so removed. If at any point, a Director is removed leaving the total number of Directors below the minimum of five (5) Directors, removal shall still occur with the remaining Directors appointing a replacement Director for the interim period.

Section 5. Resignation. Any Director may resign at any time by giving written notice to the Board of Directors, the Chair of the Board, the President, or the Secretary of the Cooperative. Unless otherwise specified to this written notice, a resignation shall take effect upon its delivery to the Board of Directors or the designated officer. It shall not be necessary for a resignation to be accepted before it becomes effective. Any Director whose membership status changes (e.g., Director leaves member company, Director steps down from leadership position

with member company) while the Director is serving on the board must resign immediately, regardless if there are fewer than the maximum of three (3) Directors who are not senior executives or owners of PAGE member companies. Any Director who is found to have a conflict of interest must resign immediately. If at any point, a Director is forced to resign and it will leave the total number of Directors below the minimum of five (5) Directors, resignation shall still occur with the remaining Directors appointing a replacement Director for the interim period.

Section 6. Vacancies. In the event of any vacancy in the Board of Directors through removal, death, resignation, or other cause, or if the number of Directors has been increased, the remaining Directors may, by a majority vote, elect a successor to hold office until the next annual meeting of members, at which time a Director shall be elected to complete the term of the Director whose place was vacant. If there are no Directors in office, any officer or member may call a special meeting of members in accordance with the provisions of the Articles of Incorporation or these Bylaws, at which meeting such vacancies shall be filled.

Section 7. Place of Meetings. The Board of Directors may hold meetings, regular and special, either within or without the District of Columbia.

Section 8. Regular Meetings. A regular meeting of the Board of Directors shall be held at such time and place as the Board may prescribe.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chair of the Board, the President or three Directors.

Section 10. Notice. No notice shall be required for regular meetings of the Board of Directors. Notice for special meetings shall be mailed or delivered not less than fifteen (15) days before special meetings.

Section 11. Quorum; Adjournments. At all meetings of the Board of Directors, one-half or more of the Directors then in office shall constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or the Articles of Incorporation. If a quorum is not present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present.

Section 12. Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent to such action is signed by all members of the Board of Directors and such written consent is filed with the minutes of its proceedings.

Section 13. Meetings by Telephone or Designated Communications. The Board of Directors may participate in a meeting by means of conference telephone or designated communications equipment by means of which all Directors participating in the meeting can hear each other, and participation in such meeting shall constitute presence in person by such Director at such meeting.

Section 14. Remuneration to Directors. Directors, as such, shall not receive any stated salary for their services, but by resolution of the board, expenses of attendance may be allowed



to Directors or committee members for attendance at each regular or special meeting of the board of any committee thereof.

Section 15. Conflict of Interest Policy. All Directors of Page shall be subject to PAGE's Conflict of Interest Policy. All Directors, annually, or upon joining the Board of Directors, shall sign a statement that affirms they have received a copy of this policy and read and understand the policy, and agree to comply with the policy.

ARTICLE VII

Officers

Section 1. Designations. The officers of the Cooperative shall be a President, a Vice President, a Secretary, a Treasurer and the Chief Executive Officer (CEO). The President and the Vice President shall be selected from among the membership and must be Directors of the Cooperative. The Secretary and the Treasurer need not be Directors nor members of the Cooperative. The Chief Executive Officer shall not be a Director nor a member of the Cooperative. The Board of Directors may also choose a Chair of the Board, one or more Assistant Secretaries and/or Assistant Treasurers, and other officers and agents as it shall deem necessary or appropriate. All officers of the Cooperative shall exercise the powers and perform the duties as shall from time to time be determined by the Board of Directors.

Section 2. Election and Term. The officers shall be elected annually by a majority of the Board of Directors at the regular meeting of the Board of Directors. Each officer shall hold office until his/her successor shall have been duly elected and shall have been qualified. The person serving as President of the Cooperative is limited to three (3) one-year terms.



Section 3. Removal. Any officer may be removed with or without cause, by a vote of two-thirds (2/3) of the members voting at a regular or special meeting. Any officer removed by such vote shall have an opportunity to be heard at said meeting.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. Chair. The Chair is the immediate Past President and will serve on the Executive Committee. Members of the Executive Committee include the Cooperative Members who are the elected officers of the Cooperative and the Chief Executive Officer. The Chair is a voting member of the Board of Directors

Section 6. President. The President shall be a Director of the Cooperative and, subject to the direction of the Board of Directors, shall preside at all meetings of the members and of the Board of Directors and shall have general charge of or may delegate charge of the business, affairs, policies and property of the Cooperative and general supervision over its other officers and agents. He/she may sign with the Secretary or any other proper officer of the Cooperative authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other office or agent of the Cooperative. In general, he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.



Section 7. Vice President. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall be a Director of the Cooperative. The Vice President shall generally assist the President and perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 8. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/she or his/her designated agents as determined by the Board of Directors shall have charge and custody of and be responsible for all funds and securities of the Cooperative, receive and give receipts for monies due and payable to the Cooperative from any source whatsoever, and deposit all such monies in the name of the Cooperative in such banks, trust companies or other depositories as shall be selected by the Board of Directors, and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 9. Secretary. The Secretary or his/her designated agent as determined by the Board of Directors shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for the purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the Cooperative records, the execution of which on behalf of the Cooperative under its seal is



duly authorized in accordance with the provision of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the Board of Directors. The Secretary may delegate some or all of the duties to an Assistant Secretary or designated agent.

Section 10. Assistant Treasurer(s). If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or by the Secretary or by the Board of Directors.

Section 11. Chief Executive Officer (CEO). The Chief Executive Officer shall have general supervision of the affairs of the Cooperative, shall sign or countersign all certificates, contracts and other instruments of the Cooperative as authorized by the Board of Directors, shall make reports to the Board of Directors, and shall perform all such other duties as are properly required of him/her by the Board of Directors. The salary of the Chief Executive Officer shall be fixed from time to time by the Board of Directors.

The Board may appoint other executive and staff employees on such terms as the Board considers appropriate.

ARTICLE VIII

Committees

Section 1. Designation and Authority. The President of the Cooperative together with a vote of a majority of the Directors in office shall designate and may appoint one or more committees as it deems necessary, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Cooperative; provided, however, that no such committee shall have the authority of the Board of Directors in reference to electing, appointing or removing any member of any such committee or any Director or officer of the Cooperative; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another foundation; authorizing the sale, lease exchange or mortgage of all or substantially all of the property and assets of the Cooperative; authorizing the voluntary dissolution of the Cooperative or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Cooperative or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee.

Section 2. Responsibility of Directors. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual Director of any responsibility imposed upon it or him/her by law.

Section 3. Vacancies; Changes; Discharge. The President of the Cooperative together with approval of the majority of the Board of Directors shall have the power at any time to fill vacancies in, to change the membership of, and to discharge any committee.

ARTICLE IX

Reserve and Patronage Refunds



Section 1. Determine and Distribution of Patronage Refunds. At the close of each fiscal year the Board of Directors shall determine the amount of the Cooperative's taxable net margin allocable to the business done by each patron or member. The amount of patronage refund allocated to each member patron shall be determined based on the amount of taxable net margin of the Cooperative attributable to such member's purchases through the Cooperative, determined on a patronage basis and on the concessions and allowances obtained with respect to such items. On or before the fifteenth (15th) day of the ninth month following the close of each fiscal year the Cooperative shall remit in cash to each member patron at least 20% of the taxable net margin allocated to that member as a patronage refund. The balance may be distributed, in the discretion of the Board of Directors, in cash, preferred non-voting capital stock or promissory note; provided that any capital stock or promissory note shall be distributed in such a manner as to qualify as a "qualified written notice of allocation" under the provisions of the Internal Revenue Code of 1954, as amended.

Section 2. Allocation and Reserves. The Cooperative shall not distribute as patronage refunds any income from operations not attributed to business with or by the members. The respective portions of each patronage refund to be paid in cash or promissory notes shall be determined each year by the Board of Directors only after making provisions for a minimum of 10% of net margin for that year until the balance of accumulated earnings equals at least 50% of the paid-up capital of the association. The amounts apportioned shall be allocated on the books of the Cooperative on the patronage basis set forth above.



Section 3. Members' Taxable Income. Each member when he/she becomes a member of the Cooperative will consent to include the amounts of all patronage refunds received, whether in the form of a qualified written notice of allocation, property, or cash, in his/her individual taxable income under Section 1385(a) of the Internal Revenue Code in the taxable year in which such patronage refunds are received.

Section 4. Prices. The Board of Directors is expressly authorized, in its sole and absolute discretion, to adopt resolutions for the direction and guidance of the officers of the Cooperative in the pricing of items sold or distributed to members to affect cost savings for such members in the form of lower prices.

ARTICLE X

General

Section 1. Fiscal Year. The fiscal year of the Cooperative shall begin on the first day of July and end of the last day of June in each year.

Section 2. Seal. The Board of Directors will adopt a seal for the Cooperative to be in such form and to be used in such manner as the Board shall direct.

Section 3. Newsletter. The Cooperative may publish a newsletter which will be sent to each member to inform them of the Cooperative's purchasing activities. All official and legal notices required to be issued to the membership shall be considered as so issued when published in the newsletter.



Section 4. Financial Statement. The Cooperative shall provide each member with the annual audited financial statement of the Cooperative which will be prepared by a certified public accountant.

Section 5. Notice. Any notice required by law or these Bylaws or the Articles of Incorporation shall be effective if transmitted by electronic means to the email address, facsimile number or other contact information designated by the member.

Section 6. Corporate Actions. Actions required by law, Bylaws or the Articles of Incorporation to be “written”, to be “in writing”, to have “written consent or approval” and the like by Members, Directors or Designated Agents shall include any communications received by electronic means.

ARTICLE XI

Defense and Indemnification

Section 1. Indemnification. To the maximum extent permitted by the laws of the Commonwealth of Pennsylvania, the Cooperative shall defend and/or indemnify any and all of its Directors and officers or former Directors or officers against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they or any of them, are made parties, or a party, by reason of being or having been Directors or officers or a Director or officer of the corporation, EXCEPT in relation to matters as to which any such Director or officer or former Director or officer shall be adjudged to be liable for gross negligence or intentional misconduct in the performance of his or her duties.

The termination of any legal 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 the person did not act in good faith or in a manner which he/she reasonably believed to be in the Cooperative's best interests. To the extent that the court or body in or before which such legal action, suit, or proceeding was finally determined has not addressed the questions of gross negligence or intentional misconduct in the performance of the person's duty to the Cooperative, it is hereby determined that indemnification is proper.

Indemnification shall not be deemed exclusive of any other rights to which the Director, officer, employee, or agent may be entitled under any Bylaw, agreement, vote of Board of Directors or members, or otherwise.

Section 2. Directors. The Directors and each of them covenants with each of the other Directors that he/she will not assert any claim (including but not limited to claims of negligence in performance of his/her duties as a Director) against any of the Directors for acts or omissions while he/she is serving as a Director, or file any suit with respect to such claims against any of the Directors.

Each of the Directors with respect to his/her acts, but not with respect to the acts of any other Director, agrees to indemnify and hold harmless each Director against loss (which shall mean any amount which a Director is legally obligated to pay for a claim or claims made against him/her which have been covenanted and indemnified against by the parties to this Agreement, and shall include but not be limited to damages, judgments, settlements, and costs, cost of investigation [excluding salaries of officers or employees of the company] and defense of legal

actions, claims or proceedings and appeals therefrom, cost of attachment or similar bonds), providing always, however, such subject of loss shall not include fines or penalties imposed by law, or matters which may be deemed not susceptible to indemnification under the law of the District of Columbia, incurred in connection with the defense of any claim, action, suit, or proceeding asserted against the indemnified Director by the indemnifying Director, which claim, action, suit or proceeding not otherwise indemnified by the Corporation pursuant to the provisions of its bylaws.

Section 2A. Insurance. The Cooperative will purchase and maintain insurance on behalf of any person who is a Director, officer, employee or agent of the Cooperative against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his/her status as such, whether or not the Cooperative would have the power to indemnify such person against such liability under the provision of this Article.

Section 3. Binding. The obligations created by and the benefits provided by this Agreement shall be binding upon and shall inure to the benefit of the assigns, estate, heirs, and legal representatives of the parties hereto.

ARTICLE XII

Waiver of Notice

Whenever any notice is required to be given under the provisions of the law or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.



ARTICLE XIII

Amendments to Bylaws

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the members present at any regular meeting or any special meeting. If at least twenty (20) days written notice is given of intention to alter, amend or repeal or to adopt new Bylaws at such meeting or by a majority of members voting via other approved communications methods designated by the Board of Directors by a prescribed date according to voting requirements as stated in Article V, Section 6.

1

1

1

Bylaws Adopted November 22, 1983



Amended	June 11,1984
Amended	June 10, 1985
Amended	March 9, 1988
Amended	September 7, 1988
Amended	March 22, 1990
Amended	March 22, 1992
Amended	March 28, 1993
Amended	March 2, 1995
Amended	September 29, 1995
Amended	March 9, 1998
Amended	June 15, 1999
Amended	October 23, 2005
Amended	February 24, 2014
Amended	October 22, 2014
Amended	May 9, 2017
Amended	[INSERT DATE HERE]