

**BYLAWS
OF
DRUID LAKES YOUTH LACROSSE ASSOCIATION, INC.**

**Title 1.
General Provisions**

1.1. Purpose of Bylaws. These Bylaws constitute the code of rules for the regulation and management of **DRUID LAKES YOUTH LACROSSE ASSOCIATION, INC.**, as authorized by its Articles of Incorporation (the “**Articles**”). As used in these Bylaws, this Company is referred to as the “**Company**” and the Georgia Nonprofit Corporation Code (or a section codified in Chapter 3 of Title 14 of the Official Code of Georgia Annotated) is referred to as the “**Code**” (or “**Code Section**”). These Bylaws are adopted in order to fulfill the objectives of the Company as stated in the Articles and O.C.G.A. § 14-3-301, and to exercise the powers conferred upon the Company under O.C.G.A. § 14-3-302.

1.2. Purpose of Company. The Company is organized exclusively for charitable and educational purposes. The purposes of the Company is:

- To provide the children and families within the districts of Druid Hills and Lakeside High Schools, and other adjacent areas, the opportunity to learn the game of lacrosse;
- To offer local communities the chance for children of all abilities to develop skills and increase their knowledge of lacrosse through the adoption and use of philosophies shared by U.S. Lacrosse and the Positive Coaching Alliance (“**PCA**”); and
- To foster and promote understanding in the fundamentals of lacrosse.

1.2. Registered office and agent. The Board of Directors will designate a registered agent and registered office for service of legal process; these designations are to be filed with the Georgia Secretary of State as required by the Code. The Board of Directors may change these designations at any time. In the event the Board of Directors fails to make a designation, or a registered agent resigns without a new designation of a registered agent and office, then the President of the Company, and the President's address, are to be filed with the Georgia Secretary of State as the registered agent and office of the Company until the Board of Directors makes some other affirmative designation.

1.3. Business office(s) authorized. The Board of Directors may establish one or more offices for the conduct of business within this state, whenever circumstances warrant.

1.4. Affiliation. In carrying out its purpose, the Company will be affiliated with U.S. Lacrosse and the Metropolitan Atlanta Youth Lacrosse Association, and any such other entities or associations that the Board of Directors, in its sole discretion, so determines.

1.5. Fiscal Year. The fiscal year of the Company will, unless otherwise determined by the Board of Directors, end on December 31 of each year.

Title 2.

Members; Membership

2.1. Members of Company. The Company will have two classes of members, namely members of the Board of Directors and Non-Voting Members. No member will be required to pay dues to the Company in order to be eligible to serve as a member of the Company.

2.2. Voting Members. Members of the Board of Directors shall have voting rights while a Board Member.

2.3. Non-Voting Members. The following individuals and entities will be eligible to serve as Non-Voting Members of the Company: (a) parents and sponsors of lacrosse players participating in the Company's activities; and (b) the immediately Past President of the Board of Directors.

Title 3.

Board of Directors

3.1. Establishment and function. The Company is managed by a governing body known as the "**Board of Directors**." As used in these Bylaws, a reference to the "**Board of Directors**" refers to the entire Board of Directors collectively or to a member of the Board of Directors generically. The Board of Directors conducts its proceedings as provided in the Articles, these Bylaws and the Code.

3.2. Composition and term. The Board of Directors shall consist of not less than seven (7) members, which will include the following members: President, Vice President, Treasurer, Secretary, Parental Representative, and two coaching representatives from Druid Hills High School and Lakeside High School, appointed by the President and approved by the affirmative majority vote of the Board of Directors ("**Coaching Representatives**"). Directors need not be residents of the State of Georgia. Election to the Board of Directors shall be by majority vote of the members of the Board of Directors, which shall occur, except in the case of filling vacancies, at each annual meeting thereof. Each Director shall hold office for a term of two (2) years and thereafter until his or her successor is elected and qualified. Any vacancy occurring on the Board of Directors prior to the expiration of a term shall be filled by such person as shall be elected by the remaining members of the Board of Directors. A Director so elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor in office.

3.3. Powers. The Board of Directors shall have the general power to manage and control the affairs and property of the Company, and shall have full power, by majority vote, to adopt rules and regulations governing the action of the Board of Directors.

3.4. Meetings. The Board of Directors will hold at least two (2) regular meetings during each calendar year, and may call other regular meetings of the Board of Directors or special meetings of the Board of Directors at the call of: (a) the President, (b) the Vice President, or (c) any two directors. Non-Voting Members may attend meetings of the Board of Directors. The Past President will serve as an advisor to the Board at regular meetings.

3.5. Procedure rules at meetings. It is understood that in the transaction of its business, the meetings of the Company, its Board of Directors and its committees may be conducted with informality; however, this informality does not apply to procedural requirements required in the Articles and Bylaws. When circumstances warrant, any meeting or a portion of a meeting will be conducted according to generally understood principles of parliamentary procedure as stated in the Articles, these Bylaws, or a recognized procedural reference authority. The procedural reference authority for the Company is designated as the latest edition of *Robert's Rules of Order, Newly Revised*.

3.6. Use of contemporaneous communications systems for Board of Directors meetings. The Board of Directors, or any committee of the Board of Directors, may utilize a contemporaneous communications system in which all participants in the meeting can hear each other; and participation in a meeting by this system constitutes the presence of the participant at the meeting.

3.7. Voting; quorum. Each Member of the Board of Directors will have one vote. Once quorum is established, all matters put to a vote before the Board of Directors will require the affirmative vote of a majority of directors voting on the matter, in the presence of a quorum, unless a greater majority is required by these Bylaws or the Articles. The participation of a majority of the directors, whether present in person or through a contemporaneous communications system, constitutes a quorum of the Board of Directors in order to conduct business. In the event that fewer than a majority, but at least one-third of the directors are participating, then the Board of Directors is authorized to consider and make recommendations on any matter action upon which is viewed as appropriate in the circumstances for action either at a subsequent meeting, by mail ballot or by a documented consent or to call a special meeting of the Board of Directors.

3.8. Removal of director; Resignation.

(1) One or more directors may be removed for a stated cause by the affirmative vote of a two thirds majority of the remaining members of the Board of Directors at a regular or special meeting of the Board of Directors, and where notice of a director's intention to present a motion for removal has been given prior to the meeting of the Board of Directors. A separate vote on removal must be made as to each director proposed for removal.

(2) Any director who has not participated in any meeting of the Board of Directors during a period of no less than four months (121 days) is subject to removal for cause due to such absence under paragraph (1) of this Section 3.8.

(3) A director may resign at any time by providing written notice to the Board of Directors. The resignation will take effect immediately upon receipt of notice thereof or at such later time as is specified in such notice; and unless otherwise specified therein, the acceptance of such resignation is not necessary to make it effective.

3.9. Written consent action by Board of Directors. Any action required by law, or permitted to be taken at any meeting of the Board of Directors, may be taken without a meeting, if a documented consent, setting forth the action so taken, is executed by a majority of the directors with their manual or electronic signature. This consent is the equivalent to a vote of the Board of Directors during a meeting with a quorum, and is to be filed and recorded with the minutes of the Board of Directors. The directors who did not execute the consent action shall be given notice of the action as soon as practicable, but no later than the next meeting of the Board of Directors after the documented consent action is executed by a sufficient number of directors.

3.10. Duties of Company Officers, Parental Representative, and Coaching Representatives. Each director of the Company, who is elected by the Board of Directors as an officer of the Company, a Parental Representative, or a Coaching Representative, exercises the following responsibilities pertaining to their office, in addition to any other duty imposed on that office by the Articles or these Bylaws or by vote of the Board of Directors, as follows:

(1) The President presides at all meetings of the Board of Directors; reports on the activities of the Company at each annual meeting of the Company; oversees the activities of the Company, and reports on those other matters determined appropriate to the Board of Directors.

(2) The Vice President presides at all meetings of the Board of Directors in the absence of the President, and in the case of a vacancy in the office of President, act as President until a new President is elected. In addition, the Vice President oversees the operations of the Board of Directors and reports on those matters determined to be appropriate to the Board of Directors.

(3) The Secretary shall maintain and provide access to the records of the Company; records the minutes of all proceedings of the Board of Directors; and reports on these matters to the Board of Directors.

(4) The Treasurer maintains the financial records of the Company; prepares the annual accounting and financial statement of the Company for the annual meeting of the Company (which may be prepared by a certified public accountant when authorized by the Board of Directors);

and reports on these matters to the Board of Directors. The Treasurer will assist the Secretary in the counting of ballots in any election for the Board of Directors or officers of the Company.

(5) The Parental Representative serves as a liaison between the parents and guardians of child participants of the Company and the Board of Directors and provides insights as to the concerns of the parents and guardians of such child participants of the Company.

(6) The Coaching Representatives serve as liaisons between the coaches of the child participants of the Company and the Board of Directors and provide insights as to the concerns of the coaches of Druid Hills High School and Lakeside High School serving as coaches for the Company.

3.11. Nomination, Election, and Term of Company Officers, Parental Representative, and Coaching Representatives.

(1) Nomination and Election. Nominations for the officers set forth in Section 3.10 herein will be submitted in writing one (1) month prior to the annual meeting of the Board of Directors. Officers will be elected by majority vote of the members of the Board of Directors. The President will nominate a Parental Representative and two (2) Coaching Representatives to serve as members of the Board of Directors at the annual meeting of the Board of Directors, and such positions will be approved by a majority vote of the members of the Board of Directors.

(2) Term; Vacancies. Each Officer, Parental Representative and Coaching Representative shall hold office for a term of two (2) years and thereafter until his or her successor is elected and qualified. Any vacancy occurring prior to the expiration of a term shall be filled by such person as shall be elected by the members of the Board of Directors. An Officer, Parental Representative, or Coaching Representative so elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor in office. Officers, Parental Representatives, and Coaching Representatives are not permitted to serve consecutive terms in the same office; a one (1) year period must elapse following an Officer's, Parental Representative's, or Coaching Representative's two (2) year term prior to becoming eligible for nomination and election for the same office. For example, at the end of his two (2) year term on December 31, 2015, the President of the Company must wait until January 1, 2017 to seek nomination and election as President of the Company.

3.12. Financial regulations. This section outlines certain policies and practices regarding the financial procedures of the Company:

(1) No other expenditure of Company funds may be made unless specifically approved by the Board of Directors, or unless the expenditure is part of an ongoing project approved by the Board of Directors, or as part of a general budget approved by the Board of Directors.

(2) Expenditures from a special account, based upon revenues into that account for a designated project or activity are subject to review only by the supervising committee, but the status of that account will be regularly reported to the Board of Directors.

(3) The signatory on any bank account and the depository institution for that account shall be established by the Board of Directors.

(5) Any director, committee chairman, or committee member of the Board may be reimbursed for their actual and necessary expenses when reasonably incurred on behalf of the Company. No director, committee chairman, or committee member of the Board may receive any salary, fees, compensation, commission or other payment for rendering specific services to the Company.

3.13. Board committees. The Board of Directors may establish committees as it determines to be necessary and proper from time to time. The Board of Directors may expand the charge of any committee generally or for a specific project when circumstances warrant. All committee members shall be appointed by the committee chairperson and approved by the Board of Directors.

Title 4.

Georgia Nonprofit Corporation Code Provisions

4.1. Indemnification

A. Authority to indemnify. Except as otherwise provided in this section, the Company may indemnify an individual who is a party to a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal) because he or she is or was a director against liability to pay a judgment, settlement, penalty, fine (including the obligation to pay an excise tax assessed with respect to an employee benefit plan), or reasonable expenses, including counsel fees, incurred with respect to the proceeding if:

(1) Such individual conducted himself or herself in good faith; and

(2) Such individual reasonably believed:

(a) In the case of conduct in his or her official capacity as director of the Company, that such conduct was in the best interests of the Company;

(b) In all other cases, that such conduct was at least not opposed to the best interests of the Company; and

(c) In the case of any criminal proceeding, that the individual had no reasonable cause to believe such conduct was unlawful.

B. Mandatory indemnification. The Company shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal) to which the director was a party because he or she was a director of the Company against the reasonable expenses, including counsel fees, incurred by the director in connection with the proceeding.

C. Advance for expenses. Before the final deposition of a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), the Company may advance funds to pay for or reimburse the reasonable expenses, including counsel fees, incurred by a director who is a party to that proceeding because he or she is a director if he or she delivers to the Company:

(1) A written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in paragraph A of this Section 4.1, or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles; and

(2) His or her written understanding to repay any funds advanced if it is ultimately determined that the director is not entitled to indemnification under these Bylaws. This understanding must be an unlimited general obligation of the director but need not be secured and may be accepted by the Company without reference to the financial ability of the director to make repayment.

Authorizations under this section shall be made by the Board of Directors: (a) where there are two or more disinterested directors, by a majority vote of all of the disinterested directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more disinterested directors appointed by such a vote; or (b) when there are fewer than two disinterested directors, then by the affirmative vote of a majority of directors present, in the presence of a quorum, unless the vote of a greater number of directors is required for action by the Board of Directors and in which authorization directors who do not qualify as disinterested directors may participate.

D. Court ordered indemnification or advance for expenses. A director who is a party to a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), because he or she is a director may apply for indemnification or advance for expenses (including counsel fees) to the court conducting the proceeding or to another court of competent jurisdiction. After receipt of the application and after giving any notice it considers necessary, the court shall order indemnification or advance for expenses if it determines:

(1) that the director is entitled to indemnification under this Section 4.1, or

(2) in view of all of the relevant circumstances, that it is fair and reasonable to indemnify or advance expenses to the director, even if the director has not met the relevant standard of conduct in paragraph A of this Section 4.1, or failed to comply with the procedure in paragraph C of this Section 4.1, or was adjudged liable in a proceeding by or in the right of the Company, except for reasonable expenses, including counsel fees, incurred in connection with the proceeding if it is determined that the director has met the relevant standard of conduct under paragraph A of this Section 4.1, or in connection with any other proceeding with respect to conduct for which the director was adjudged liable on the basis that a personal benefit was improperly received by him or her, whether or not involving action in his or her official capacity as a director of the Company. If the court determines that the director is entitled to indemnification or advance for expenses, it may also order the Company to pay the director's reasonable expenses, including counsel fees, to obtain court-ordered indemnification or advance for expenses.

E. Procedure for Determination. The Company may not indemnify a director under paragraph A of this Section 4.1 unless authorized under the terms of paragraph A of this Section 4.1, and a determination has been made for a specific proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), that indemnification of the director is permissible in the circumstances because the director has met the relevant standard of conduct set forth in paragraph A of this Section 4.1. The determination shall be made:

(1) If there were two or more disinterested directors, by the Board of Directors by a majority vote of all of the disinterested directors (a majority of whom shall for such purpose constitute a quorum) or by a majority of the members of a committee of two or more disinterested directors appointed by such a vote);

(2) By special legal counsel selected in the manner described in paragraph (1) of this subparagraph or, if there are fewer than two disinterested directors selected by the Board of Directors (in which selection directors who do not qualify as disinterested directors may participate); or

(3) By the directors, but a director who at the time does not qualify as a disinterested director may not vote on the determination.

Authorization of indemnification or of an obligation to indemnify and the evaluation as to the reasonableness of expenses, including counsel fees, shall be made in the same manner as the determination that indemnification is permissible, except that if there are fewer than two disinterested directors or if the determination is made by special legal counsel, the authorization of indemnification and the evaluation as to the reasonableness of expenses shall be made by those directors who could

select special legal counsel (when there are fewer than two disinterested directors) under subparagraph (2) of paragraph E of this Section 4.1.

F. Authorization of indemnification exceeding statutory levels. This section authorizes the Company to indemnify or obligate itself to indemnify a director made a party to a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), including a proceeding brought by or in the right of the Company, without regard to the limitations contained in Part 5 of Article 8 of the Georgia Nonprofit Company Code, or of other provisions of this Section 4.1, but the shares owned or voted under the control of a director who at the time does not qualify as a disinterested director with respect to any existing or threatened proceeding that would be covered by the authorization may not be voted with respect to the authorization. The Company shall not indemnify a director under this section for any liability incurred in a proceeding in which the director is adjudged liable to the Company or is subjected to injunctive relief in favor of the Company for:

- (1) any appropriation, in violation of the director's duties, of any business opportunity of the Company,
- (2) acts or omissions which involve intentional misconduct or a knowing violation of law,
- (3) the types of liability respecting improper corporate distributions under O.C.G.A. § 14-3-831, or
- (4) any transaction from which the director received an improper personal benefit.

Before the Company may advance or reimburse expenses of a director prior to the final disposition of a proceeding, as approved or authorized under this section, the director is to furnish to the Company a written affirmation of his or her good faith belief that his or her conduct does not constitute behavior described in the preceding sentence of this section and furnishes to the Company a written undertaking, executed personally or on his or her behalf, to repay any funds advanced if it is ultimately determined that the director is not entitled to indemnification under this section.

G. Indemnification or advance of expenses for officer of Company; indemnification or advance of expenses for employees and agents.

- (1) The Company may indemnify and advance expenses under this Section 4.1 to an officer of the Company who is a party to a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or

investigative, and whether formal or informal), because he or she is an officer of the Company to the same extent as a director, as provided in this Article. If an officer of the Company is not a director, or although the officer is also a director, because the sole basis on which he or she is made a party to the proceeding is an act or omission solely as an officer, the Company may indemnify or advance expenses to such further extent permitted by the laws of Georgia, except for liability arising out of conduct that constitutes:

- (a) appropriation, in violation of his or her duties as an officer, of any business opportunity of the Company,
- (b) acts or omissions which involve intentional misconduct or a knowing violation of law,
- (c) the types of liability for improper corporate distributions (as specified in O.C.G.A. § 14-3-831), or
- (d) the receipt of an improper personal benefit.

An officer of the Company who is not a director is entitled to mandatory indemnification under paragraph B of this Section 4.1, may apply for to a court for indemnification or advances for expenses under paragraph (D) of this Section 4.1 to the same extent to which a director may be entitled to indemnification for advances for expenses.

(2) The Company shall indemnify and advance expenses to an employee or agent of the Company who is not a director to the fullest possible extent, consistent with public policy and to the fullest extent permitted by the laws of Georgia. The procedures for such indemnification or advance shall be consistent with those for directors or officers of the Company.

H. Insurance. The Company may purchase and maintain insurance on behalf of each individual who is a director, officer, employee, or agent of the Company, or who, while a director, officer, employee, or agent of the Company, serves at the Company's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign Company, partnership, joint venture, trust, employee benefit plan, or other entity against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee, or agent, whether or not the Company would have power to indemnify or advance expenses to him or her against the same liability under this Article.

I. Prior obligation to indemnify or advance expenses. Pursuant to the provisions of O.C.G.A. § 14-3-858, the Company is authorized to obligate itself in advance of the act or omission giving rise to a proceeding (whether threatened, pending or completed action, suit or proceeding, and

whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), to provide indemnification or advance funds to pay for or reimburse expenses of a director, officer, employee or agent to the fullest extent permitted by the laws of Georgia. The Company has power to pay or reimburse a director or officer in connection with his or her appearance as a witness in a proceeding (whether threatened, pending or completed action, suit or proceeding, and whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal), at a time when he or she is not a party. Further, except to the extent limited in paragraph G of this Section 4.1, this Section 4.1 does not otherwise limit the Company's power to indemnify, advance expenses to, or provide or maintain insurance on behalf of an employee or agent.

J. Definitions for section. As used in this Section 4.1, unless the context clearly requires a different meaning, the term:

(1) "Company" includes any domestic or foreign predecessor entity of a Company in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(2) "Director" or "officer" means an individual who is or who was a director or officer, respectively, of a Company, or who, while a director or officer of the Company, is or was serving at the Company's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign Company, partnership, joint venture, trust, employee benefit plan, or other entity. A director or officer is considered to be serving an employee benefit plan at the Company's request if his or her duties to the Company also impose duties on, or otherwise involve services by the director or officer to the plan or to participants in or beneficiaries of the plan. Further, unless the context otherwise requires, "director" or "officer" includes the estate or personal representative of a director or officer.

(3) "Disinterested Director" means a director who at the time of a vote or other action by the Board of Directors of the Company is not a party to the proceeding; or is an individual who is a party to a proceeding having a familial, financial, professional, or employment relationship with the director whose indemnification or advance for expenses is the subject of the decision being made with respect to the proceeding, which relationship would, in the circumstances, reasonably be expected to exert an influence on the director's judgment when voting on the decision being made.

(4) "Expenses" includes counsel fees.

(5) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(6) "Official capacity" means when used with respect to a director, the office of director in the Company, and when used with respect to an officer, as contemplated in paragraph (G) of this Section 3.1, the office in the Company held by the officer. "Official capacity" does not include service for any other domestic or foreign Company or any partnership, joint venture, trust, employee benefit plan, or other entity.

(7) "Party" means an individual who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(8) "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral, or investigative, and whether formal or informal.

4.2. Procedures where director has conflicting interest in transaction. The provisions of Part 6 of Article 8 of the Code, relating to rules governing the procedures to be applied where a director has a conflicting interest in a transaction involving the Company, is adopted by the Company by this reference as a Bylaw of the Company.

4.3. Sales of assets outside regular course of business. The provisions of Article 12 of the Code, relating to the sale of all, or substantially all of the assets of the Company outside the regular course of business, is adopted by the Company by this reference, as a Bylaw of the Company.

4.4. Corporate seal. The seal of the Company shall be in such form as the Board of Directors may from time to time determine. In the event it is inconvenient to use such a seal at any time, or in the event the Board of Directors shall not have determined to adopt a corporate seal, the signature of the Company followed by the word "Seal" enclosed in parentheses or scroll shall be deemed the seal of the Company. The seal shall be in the custody of the Secretary and affixed by him or her or by his or her assistants on all appropriate papers.

4.5. Bank accounts and loans.

(A) **Bank Accounts.** Such officers or agents of the Company as shall be designated by the Board of Directors shall have authority to deposit any funds of the Company in such banks or trust companies as shall be designated by the Board of Directors and such officers or agents as shall be authorized by the Board of Directors may withdraw any or all of the funds of the Company so deposited in any such bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of the Company, and made or signed by such officers or agents; and each bank or trust company with which funds of the Company are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments for the payment of money, when drawn, made or signed by officers or agents so designated

by the Board of Directors, until a documented notice of the revocation of the authority of such officers or agents by the Board of Directors shall have been received by such bank or trust company. There shall from time to time be certified to the banks or trust companies in which funds of the Company are deposited, the signature of the officers or agents of the Company so authorized to draw against the same. In the event that the Board of Directors shall fail to designate the persons by whom checks, drafts and other instruments or orders for the payment of money shall be signed, as provided in this Section 4.5, all of such checks, drafts and other instruments or orders for the payment of money shall be signed by the President or a Vice President and countersigned by the Secretary or Treasurer or an Assistant Secretary or an Assistant Treasurer of the Company.

(B) Loans. Such officers or agents of this Company shall be designated by the Board of Directors shall have authority to effect loans, advances or other forms of credit at any time or times for the Company from such banks, trust companies, institutions, companies, firms, or persons as the Board of Directors shall designate, and as security for the repayment of such loans, advances, or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights and interests of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills and accounts receivable and other commercial papers and evidences of debt at any time held by the Company; and for such loans, advances or other forms of credit to make, execute and deliver one or more notes, acceptances or written obligations of the Company on such terms, and with such provisions as to the security or sale or disposition as such officers or agents shall deem proper; and also to sell to, or discount or rediscount with, such banks, trust companies, institutions, companies, firms or persons any and all commercial paper, bills receivable, acceptances, and other instruments and evidences of debt at any time held by the Company, and to that end to endorse, transfer and deliver the same. There shall be certified to each bank, trust company, institution, company, firm or person so designated the signatures of the officers or agents so authorized; and each such bank, trust company, institution, company, firm or person is authorized to rely upon such certification until a documented notice of the revocation by the Board of Directors of the authority of such officers or agents shall be delivered to such bank, trust company, institution, company, firm or person.

Title 5.

Amendments

5.1. Amendments to Articles. Any change in the Articles of the Company must be approved by the Board of Directors. Proposals may be initiated by a vote of the Board of Directors, or by any two directors of the Company. When the proposal is presented for consideration at a meeting of the

membership of the Company, it is open to any amendments or other action as the Board of Directors approves, without limitation. No proposal to change the Articles is adopted unless two-thirds of the directors affirmatively vote, with a quorum present at a meeting, or with a quorum of ballots when voted upon by mail to approve the proposal. Once adopted, no change is effective until it is filed with the Georgia Secretary of State as required by the Code.

5.2. Amendments to Bylaws. Any change in the Bylaws of the Company is not adopted unless each proposal is submitted to the Board of Directors for a vote as to whether the proposal should be adopted, be adopted with amendments, or be rejected, and the Board of Directors' reasons for their recommendation. Proposals may be initiated by a vote of the Board of Directors, or by any two directors of the Company. Notice of each proposal must be mailed to all directors at least fourteen (14) days prior to the date of any meeting of the Company. When the proposal is presented for consideration at a meeting of the membership of the Company, it is open to any amendments or other action as the Board of Directors approves, without limitation. No proposal to change the Bylaws is adopted unless a majority of the directors affirmatively vote, with a quorum present at a meeting, or with a quorum of ballots when voted upon by mail to approve the proposal. Once adopted, any change to these Bylaws is immediately effective, unless some later date is designated in the proposal.

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