

AMENDED AND RESTATED BYLAWS OF AMOA-NATIONAL DART ASSOCIATION, INC.

Approved and adopted by the membership on June 10, 2008

ARTICLE I - General

Section 1.1. Name.

The name of the Association is AMOA National Dart Association, Inc. (hereinafter, the "Association").

Section 1.2. Fiscal Year.

The fiscal year of the Association shall begin on the first day of September and end on the last day of the following August.

ARTICLE II - Members

Section 2.1. Classes.

The Association shall have six (6) classes of Membership in the Association: Amusement & Music Operators Association (AMOA), Manufacturer, Distributor, Operator, Associate, and Player as set forth below. All members shall have the same rights, obligations, privileges, liability, limitations and restrictions, except as specified in Section 2.2 of this Article II.

(a) AMOA: AMOA shall be a member of the Association.

(b) Manufacturer: Manufacturers of dart games who are members in good standing of AMOA are eligible to be Manufacturer Members of the Association.

(c) Distributor: Entities who qualify as Amusement machine distributors under the Constitution and Bylaws of the AMOA and who are Distributor Members in good standing of AMOA are eligible to be Distributor Members of the Association.

(d) Operator: Entities who qualify as Amusement machine operators under the Constitution and Bylaws of the AMOA and who are members in good standing of AMOA are eligible to be Operator Members of the Association.

(e) Associate: Manufacturers and suppliers of products for, or whose products or services complement, the game of darts are eligible to be Associate Members of the Association.

(f) Player: All sanctioned members of dart leagues participating in leagues formed by Operator Members and competing on equipment owned and operated by Operator Members are eligible to be Player Members. In addition to the above-listed classes of membership, the Board of Directors may, from time to time, establish various additional classes of membership in the Association as the Board shall deem necessary and appropriate. The Board of Directors may establish one or more classes of provisional

membership with such rights and duties as the Board may prescribe. In no event shall any member remain a provisional member for more than two (2) years.

Section 2.2. Voting and Restrictions.

Each voting member of the Association shall be entitled to one (1) vote on each issue to come before a meeting of members. Associate Members, Distributor Members and Player Members shall have no voting rights and shall not be eligible to serve as officers or Directors of the Association.

Section 2.3. Qualification for Membership.

Membership is limited to those individuals meeting the criteria set forth in Section 2.1 of this Article II. Applications for membership must be submitted to the Association for approval subject to the terms and conditions set forth by the Board of Directors. Only Player Members whose applications for membership the Board of Directors has approved are deemed to be Player Members in good standing who are eligible for awards, prizes or participation in tournament competition conducted with the official recognition of the Association.

Section 2.4. Dues and Assessments: Termination of Membership.

The annual dues and method of payment shall be determined by the Board of Directors. The Association may make assessments for special purposes upon approval of the members present at an annual or special meeting at which a quorum exists or by a majority mail referendum vote taken after approval by the Board of Directors. A member who fails to pay dues or assessments within sixty (60) days following their due date will not be considered to be in good standing and will not be entitled to the rights and privileges of membership. Any such member may be terminated as a member thirty (30) days after notice is sent to the member explaining the reason for termination and providing the member an opportunity to pay the amounts due or, in the alternative, providing the member the opportunity to meet with the Board of Directors to explain the failure to pay. Any member who has been terminated for non-payment of dues may be reinstated at the discretion of the Board of Directors upon payment of such amounts as may be determined by the Board..

Section 2.5. Revocation of Membership.

The Board of Directors may revoke the membership of any member if the Board determines that the member no longer meets or has failed to comply with the criteria for membership. Not less than thirty (30) days prior to the meeting at which the Board of Directors is to consider revocation of such membership, the Board shall cause written notice of the proposed revocation, including an explanation of the reason for the proposed revocation, to be transmitted by first-class mail to the affected member. The member shall be offered the opportunity to meet with the Board of Directors to discuss the proposed revocation. Should the Board decide to revoke the member's membership at the meeting, such revocation shall not take place until five (5) days after the date of the Board meeting.

ARTICLE III - Meetings of Members

Section 3.1. Annual Meeting.

The annual meeting of the members shall be held in conjunction with the annual Dart Summit or at such place and time as may be specified by the Board of Directors of the Association for the purpose of electing Directors and transacting other such business as may properly come before the meeting. At least five (5) and not more than sixty (60) days' written notice of the annual meeting shall be sent to each member.

Section 3.2. Special Meetings.

Special meetings of the members of the Association may be called at any time by the President of the Association, by the Executive Committee, by a majority of the Board of Directors, or by a written petition signed by a majority of the voting members of the Association.

Section 3.3. Notice of Meetings.

A written notice, stating the place, day, and hour of any meeting of the members and, in the case of a special meeting, the purpose or purposes for which such meeting is called, shall, at least five (5) and not more than sixty (60) days before the date of the meeting (or in the case of a removal of one or more Directors, a merger, consolidation, dissolution or sale, lease, or exchange of assets, at least twenty (20) and not more than sixty (60) days before the date of the meeting), be delivered or mailed by the Secretary of the Association, or by the person calling the meeting, to each member of record of the Association entitled to vote at such meeting. Notice of any meeting may be waived in writing, filed with the Secretary, or by attendance in person.

Section 3.4. Quorum.

At all meetings of members, five percent (5%) of the members entitled to vote at such meeting shall constitute a quorum. Proxies received in writing or by facsimile shall be included in the determination of a quorum. If a quorum is present when a vote is taken, the affirmative vote of a majority of the members present and eligible to vote shall be the act of the members unless otherwise provided for by the Act, the Bylaws, or the Articles of Incorporation.

Section 3.5. Participation by Conference Telephone.

Any or all members may participate in any meeting by, or through the use of any means of communication, such as conference telephone, by which all members participating may simultaneously hear each other during the meeting. A member participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 3.6. Written Consents.

Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if the action is taken by all of the voting members of the Association. The action must be

evidenced by one or more written consents describing the action taken, signed by each voting member, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 3.6 is effective when the last voting member signs the consent, unless the consent specifies a prior, or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section 3.6 has the effect of a meeting vote and may be described as such in any document.

Section 3.7. Proxies.

A member may vote by proxy. A member shall appoint as a proxy only an employee of that member or another member within the same class of members. The Board of Directors shall provide procedures for requesting and submitting proxies prior to any meeting of the members. Proxies must be (a) in writing on a form provided by the Association, (b) personally requested by the member who desires to vote by proxy, (c) received by the Association prior to convening the meeting, and (d) signed and dated by the member and legible. A proxy shall be valid only for the meeting noted on the proxy form. At the meeting, a person holding a proxy must sign in and obtain credentials for voting. The Secretary and another officer appointed by the President shall examine all proxies and may reject a proxy if they, in good faith, determine the proxy does not meet the requirements of the Act or this Section 3.7 or doubt the validity of the proxy form, the signature on the form, or the signatory's authority to sign for the member.

ARTICLE IV - Directors

Section 4.1. Number and Term; Authority.

Authority to direct and carry out all powers and business of the Association shall be vested in the Board of Directors. The Board of Directors shall consist of fourteen (14) Directors and shall be comprised of one (1) Director appointed by AMOA (AMOA Director), at least four (4) Directors elected by the Manufacturer Members (Manufacturer Directors) and nine (9) Directors elected by the Operator Members (Operator Directors). From time to time, the Board of Directors shall determine by resolution the exact number of Manufacturer directors, provided that if the total number of Manufacturer Directors exceeds thirty percent (30%) of the total number of all Directors, then the voting power of the Manufacturer Directors shall be reduced as determined by the policies of the Board of Directors so that the total votes that may be cast by the Manufacturer Directors shall not exceed thirty percent (30%) of the total votes that may be cast by all Directors.

(a)The AMOA Director shall be appointed by the Board of Directors of the AMOA and shall be a member in good standing of AMOA. The AMOA Director shall serve for an indefinite term at the pleasure of the AMOA.

(b)Manufacturer Directors must be Manufacturer Members in good standing or full-time employees of Manufacturer Members or an appointee of the Manufacturer Member approved in advance by the

Board of Directors in its sole discretion. Candidates for Manufacturer Director who are employees of Manufacturer Members shall be elected and shall serve personally and not as designees of the respective Manufacturer Members. Manufacturer Directors shall serve for a three (3) year term of office and may be eligible for re-election for an unlimited number of successive terms. Manufacturer Directors may serve staggered terms as the Manufacturer Members shall designate and submit to the President. If the number of Manufacturer Members exceeds the number of Directors elected by the Manufacturer Members, then the Manufacturer Members shall meet prior to the next annual Board of Directors meeting and determine by lottery a rotating schedule by which each Manufacturer Member or its designated employee or appointee shall serve on the Board of Directors.

(c) Operating Directors shall be individuals who are Operator Members in good standing or full-time employees of Operator Members. Candidates for Operator Director who are employees of Operator Members shall be elected and shall serve personally and not as designees of the respective Operator Members. Operator Directors shall serve for a three (3) year term of office and may be eligible for re-election to the Board of Directors for only one (1) successive term. Operator Directors shall be divided into three (3) equal (or as nearly equal as possible) classes, with only one class being elected at any annual meeting of the members of the Association.

(d) Unless otherwise provided by the Act or the Articles of Incorporation or Bylaws of the Association, Directors shall commence their terms of office on the first day of the calendar year immediately following the date of their election. Directors shall serve on the Board until their successors are elected and qualified, or until the earlier of their death, resignation, disqualification, or removal by the members. The Directors and each of them shall have no authority to bind the Association except when acting as a Board or a committee established by the Board and granted authority to bind the Association. Directors shall not be entitled to compensation for serving on the Board. If authorized by the Board, Directors may be allowed travel and other necessary expenses incurred while attending meetings of the Board and reimbursement for all direct expenses incurred in the performance of their duties as Directors.

Section 4.2. Removal.

The AMOA Director may be removed, without cause, by AMOA. Any or all Manufacturer Directors may be removed, without cause, by a two-thirds vote (2/3) of the Manufacturer Members. Any or all Operator Directors may be removed, without cause, by a two-thirds (2/3) vote of the Operator Members.

Section 4.3. Election of Directors.

Manufacturer Directors shall be elected by a majority vote of all of the Manufacturer Members at the annual meeting of the members, with each Manufacturer Member being entitled to cast one (1) vote for each vacancy. Operator Directors shall be elected by a majority vote of all of the Operator Members at the annual meeting of the members, with each Operator Member being entitled to cast one (1) vote for each vacancy.

Section 4.4. Vacancies.

Any vacancy in the Board of Directors from whatever cause arising, including any increase in the size of the Board of Directors, may be filled by election of a new Director by a majority vote of the remaining members of the Board of Directors (even if less than a quorum). The term of a Director elected to fill a vacancy shall expire at the end of the term for which such Director's predecessor was elected.

Section 4.5. Quorum.

A majority of the Directors shall be necessary to constitute a quorum for the transaction of any business. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the act of the Board of Directors unless otherwise provided for by the Act, the Bylaws, or the Articles of Incorporation.

Section 4.6. Annual and Regular Meetings.

The Board of Directors shall meet annually at a time and place specified by the Board for the purpose of electing officers and conducting such other Association business as shall come before the meeting. In addition to the annual meeting, other regular meetings of the Board of Directors shall be held on such dates, at such times, and at such places as shall be fixed by resolution adopted by the Board of Directors and shall be presided over by the President. The Board of Directors may at any time alter the date for the next regular meeting of the Board. The Board of Directors shall hold at least one regular meeting annually.

Section 4.7. Special Meetings.

The President may call a special meeting of the Board of Directors and must call a special meeting of the Board of Directors upon receipt of a written request signed by a majority of the Directors, in either case, upon not less than forty-eight (48) hours notice given to each Director of the date, time, and place of the meeting, which notice must specify the purpose or purposes of the meeting. Such notice shall be communicated in writing, by facsimile or other similar form of communication, or by first class mail, at the usual business or residence address of the Director and shall be effective at the earlier of the time of its receipt or five days after its being mailed. Notice of any meeting of the Board may be waived by any Director in writing at any time if the waiver is signed by the Director entitled to the notice and filed with the minutes or corporate records. A Director's attendance at or participation in any meeting waives any required notice to the Director of the meeting unless the Director, at the beginning of the meeting, or promptly upon the Director's arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 4.8. Participation by Conference Telephone.

The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or through the use of, any means of communication, such as conference telephone, by which all

Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by such means shall be deemed to be present in person at the meeting.

Section 4.9. Written Consents.

Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action must be evidenced by one or more written consents describing the action taken, signed by each Director and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs the consent, unless the consent specifies a different prior or subsequent effective date, in which case the action is effective on or as of the specified date. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

Section 4.10. Committees of the Board of Directors -- General.

(a) The Board of Directors may create one or more committees by resolution of the Board of Directors adopted by a majority of all the Directors in office when the resolution is adopted. Each committee may have two (2) or more members, a majority of its members shall be Directors, and all the members of a committee shall serve at the pleasure of the Board of Directors. However, committees appointed by the Board of Directors or otherwise authorized by the Bylaws relating to the election, nomination, qualification or credentials of Directors or other committees involved in the process of electing Directors may be composed entirely of non-directors.

(b) To the extent specified by the Board of Directors in the resolutions creating a committee, each committee may exercise all of the authority of the Board of Directors; provided, however, that a committee may not:

- (1) adopt a plan for the distribution of the assets of the Association, or for dissolution;
- (2) approve or recommend to members any act the Act requires to be approved by members, except that committees relating to the election, nomination, qualification or credentials of Directors may make recommendations to the members relating to electing Directors;
- (3) fill vacancies on the Board of Directors or on any of its committees;
- (4) elect, appoint, or remove any officer or Director or member of any committee, or fix the compensation of any member of a committee;
- (5) adopt, amend, or repeal the Association's Bylaws or Articles of Incorporation;
- (6) adopt a plan of merger or adopt a plan of consolidation with another corporation, or authorize the sale, lease, exchange or mortgage of all or substantially all of the property or assets of the Association;
or

(7) amend, alter, repeal, or take action inconsistent with any resolution or action of the Board of Directors when the resolution or action provides by its terms that it shall not be amended, altered or repealed by action of a committee.

(c) Except to the extent inconsistent with the resolutions creating a committee, Sections 4.5 through 4.9 of this Article IV, which govern meetings, actions without meetings, notices and waivers of notices, quorum and voting requirements, and telephone participation in meetings of the Board of Directors, shall apply to all committees and their members.

Section 4.11. Executive Committee.

There shall be an Executive Committee of the Board of Directors consisting of the officers of the Association and the Executive Director. The Executive Committee shall have the power to act for the Board of Directors in the interim between meetings of the Board in the management of the Association's affairs and shall oversee all of the Association's functions. The Board of Directors may restrict the powers of the Executive Committee as it deems appropriate and may provide for the manner in which the Executive Committee exercises such powers. The Executive Committee shall promptly report to the Board of Directors all actions taken.

Section 4.12. Nominating Committee.

The Board of Directors shall appoint a Nominating Committee consistent with the policies adopted in connection therewith. The Nominating Committee shall, prior to the election of any officer or the filling of any vacancy on the Board of Directors, submit to the Board of Directors nominees for each position to be elected by the Board of Directors. The Nominating Committee shall, prior to each election of the Board of Directors, submit to the members nominees for the Board Members to be elected by the members.

ARTICLE V - Officers

Section 5.1. Designation, Selection, and Terms.

The officers of the Association shall consist of the President, Vice President, Treasurer and Secretary. The officers shall be elected by the Board of Directors from among the membership of the Board of Directors and shall have full voting privileges on the Board in their capacity as Board members. An individual may hold any two (2) or more offices concurrently, except that no individual shall hold the offices of President and Secretary at the same time. Each officer shall serve a one (1) year term commencing on the date of their election by the Board of Directors. The Board of Directors may also elect additional officers as it may from time to time determine by resolution creating the office and defining the duties thereof. The Board of Directors shall also appoint and hire an Executive Director who shall have the day to day care and management of the Association and those duties as the Board of Directors specifically delegates to the Executive Director. The election or appointment of an officer does not itself create contract rights.

Section 5.2. Removal.

The Board of Directors may remove any officer from office at any time with or without cause. Vacancies in such offices, however occurring, may be filled by the Board of Directors at any meeting of the Board.

Section 5.3. President.

The President shall have the active executive management of the operations of the Association and shall be the Chief Executive Officer of the Association, subject to the control of the Board of Directors. The President shall preside at all meetings of the members, discharge all the duties incident to a presiding officer, and perform such other duties as the Bylaws or the Board of Directors may prescribe. In the event of a vacancy in the office of President, the Vice President shall automatically succeed to office of President.

Section 5.4. Vice President.

The Vice President shall, in the absence of the President, serve as President of the Association, on a temporary basis, until such time as the President can resume his or her duties and shall perform such other duties as the Bylaws or the Board of Directors may prescribe. Upon the expiration of the President's term or a permanent vacancy in the office of president, the Vice President shall automatically succeed to office of President. If the Vice President succeeds to office of President prior to the expiration of the President's original term, he or she shall serve as President for the remainder of the original term and for the following one (1) year term.

Section 5.5. Secretary.

The Secretary shall attend all meetings of the members and of the Board of Directors and shall keep, or cause to be kept in a book provided for the purpose, a true and complete record of the proceedings of such meetings. The Secretary shall be the custodian of the records and the seal of the Association and see that the seal is affixed to all documents required to bear the Association's seal. The Secretary shall prepare and deliver all notices and shall perform such other duties as the Bylaws or the Board of Directors may prescribe.

Section 5.6. Treasurer.

The Treasurer shall keep correct and complete records of account, showing accurately at all times the financial condition of the Association. The Treasurer shall be the legal custodian of all moneys, notes, securities, and other valuables that may, from time to time, come into the possession of the Association. The Treasurer shall immediately deposit all funds of the Association coming into the Treasurer's hands in a reliable bank or banks or other depository or depositories to be designated by the Board of Directors, and shall keep these accounts in the name of the Association. The Treasurer shall furnish at meetings of the Board of Directors, or whenever requested by the Board of Directors, a statement of the financial condition of the Association, and shall perform such other duties as the Bylaws or the Board of Directors may prescribe.

Section 5.7. Executive Director.

The Association shall appoint an Executive Director who shall be responsible for the day to day administration of the Association. The Executive Director shall serve at the pleasure of the Board of Directors and may be removed, with or without cause, by the Board at any time. The Executive Director shall assist the officers and Directors in the performance of their duties and shall perform such other duties as the Bylaws of the Board may prescribe.

Section 5.8. Salaries.

There shall be no salary paid to any officer or advisor of the Association, other than the Executive Director.

Section 5.9. Bonds.

The Board of Directors may require any officer or agent of the Association to post bond in such amount and with such surety as the Board of Directors may deem sufficient.

ARTICLE VI - Indemnification of Directors and Other Eligible Persons

Section 6.1. General.

To the extent not inconsistent with applicable law, every Eligible Person shall be indemnified by the Association against all Liability and reasonable Expense that may be incurred by him or her in connection with or resulting from any Claim:

(a) if such Eligible Person is Wholly Successful with respect to the Claim, or (b) if not Wholly Successful, then if such Eligible Person is determined, as provided in either Section 6.3(a) or 6.3

(b) of this Article VI, to have:

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

(2) reasonably believed: (i) in the case of conduct in his or her official capacity with the Association that his or her conduct was in its best interest; and (ii) in all other cases, that his or her conduct was at least not opposed to the best interest of the Association; and

(3) in the case of any criminal proceeding, either: (i) had reasonable cause to believe his or her conduct was lawful; or (ii) had no reasonable cause to believe his or her conduct was unlawful. The termination of any Claim, by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of nolo contendere, or its equivalent, shall not create a presumption that an Eligible Person did not meet the standards of conduct set forth in clause (b) of this Section 6.1. The actions of an Eligible Person with respect to an employee benefit plan subject to the Employee Retirement Income Security Act of 1974 shall be deemed to have been taken in what the Eligible Person reasonably believed to be the best interest of the Association or at least not opposed to its best interest

if the Eligible Person reasonably believed he or she was acting in conformity with the requirements of such Act or he or she reasonably believed his or her actions to be in the interest of the participants in or beneficiaries of the plan.

Section 6.2. Definitions.

(a) The term "Claim" as used in this Article VI shall include every pending, threatened, or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of this Association or any other corporation or otherwise), whether civil, criminal, administrative, or investigative, formal or informal, in which an Eligible Person may become involved, as a party or otherwise:

(i) by reason of his or her being or having been an Eligible Person, or

(ii) by reason of any action taken or not taken by him or her in his or her capacity as an Eligible Person, whether or not he or she continued in such capacity at the time a Liability or Expense shall have been incurred in connection with a Claim.

(b) The term "Eligible Person" as used in this Article VI shall mean every person (and the estate, heirs, and personal representatives of such person) who is or was a Director or officer of the Association or is or was serving at the request of the Association as a Director, officer, employee, agent, or fiduciary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other organization or entity, whether for profit or not. An Eligible Person shall also be considered to have been serving an employee benefit plan at the request of the Association if his or her duties to the Association also imposed duties on, or otherwise involved services by, him or her to the plan or to participants in or beneficiaries of the plan.

(c) The terms "Liability" and "Expense" as used in this Article VI shall include, but shall not be limited to, attorney's fees and disbursements and amounts of judgments, fines, or penalties against (including excise taxes assessed with respect to an employee benefit plan), and amounts paid in settlement by or on behalf of, an Eligible Person.

(d) The term "Wholly Successful" as used in this Article VI shall mean

(i) termination of any Claim against the Eligible Person in question without any finding of liability or guilt against him or her,

(ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any Claim, or

(iii) the expiration of a reasonable period of time after making or threatened making of any Claim without the institution of the same, without any payment or promise made to induce a settlement.

Section 6.3. Procedure.

(a) Every Eligible Person claiming indemnification hereunder (other than one who has been Wholly Successful with respect to any Claim) shall be entitled to indemnification if it is determined, as provided in this Section 6.3(a), that such Eligible Person has met the standards of conduct set forth in clause (b) of Section 6.1 of this Article VI. The determination whether an Eligible Person has met the required standards of conduct shall be made

(i) by the Board of Directors by majority vote of a quorum consisting of Directors not at the time parties to the Claim, and if such a quorum cannot be obtained, then

(ii) by majority vote of a committee duly designated by the Board of Directors (in which designation, Directors who are parties to the Claim may participate) consisting solely of two (2) or more Directors not at the time parties to the Claim, and if such a committee cannot be constituted, then

(iii) by special legal counsel selected by a majority vote of the full Board of Directors (in which selection, a Director who is a party to the Claim may participate). If an Eligible Person is found to be entitled to indemnification pursuant to the preceding sentence, the reasonableness of the Eligible Person's Expenses shall be determined by the procedure set forth in the preceding sentence, except that if such determination is by special legal counsel, the reasonableness of Expenses shall be determined by a majority vote of the full Board of Directors (in which determination, a Director who is a party to the Claim may participate).

(b) If an Eligible Person claiming indemnification pursuant to Section 6.3(a) of this Article VI is found not to be entitled thereto, the Eligible Person may apply for indemnification with respect to a Claim to a court of competent jurisdiction, including a court in which the Claim is pending against the Eligible Person. On receipt of an application, the court, after giving notice to the Association and giving the Association ample opportunity to present to the court any information or evidence relating to the claim for indemnification that the Association deems appropriate, may order indemnification if it determines that the Eligible Person is entitled to indemnification with respect to the Claim because such Eligible Person met the standards of conduct set forth in clause (b) of Section 6.1 of this Article VI. If the court determines that the Eligible Person is entitled to indemnification, the court shall also determine the reasonableness of the Eligible Person's Expenses.

Section 6.4. Nonexclusive Rights.

The right of indemnification provided in this Article VI shall be in addition to any rights to which any Eligible Person may otherwise be entitled. Irrespective of the provisions of this Article VI, the Board of Directors may, at any time and from time to time, (a) approve indemnification of any Eligible Person to the full extent permitted by the provisions of applicable law at the time in effect, whether on account of past or future transactions, and (b) authorize the Association to purchase and maintain insurance on behalf of any Eligible Person 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 Association would have the power to indemnify him or her against such Liability.

Section 6.5. Expenses.

Expenses incurred by an Eligible Person with respect to any Claim shall be advanced by the Association (by action of the Board of Directors, whether or not a disinterested quorum exists) prior to the final disposition thereof if:

(a) the Eligible Person furnishes the Association a written affirmation of his or her good faith belief that he or she has met the standards of conduct specified in Section 6.1(b) of this Article VI;

(b) the Eligible Person furnishes the Association a written undertaking, executed personally or on the Eligible Person's behalf, to repay the advance if it is ultimately determined that the Eligible Person did not meet the standards of conduct specified in Section 6.1(b) of this Article VI; and

(c) the Board of Directors makes a determination that the facts then known would not preclude indemnification of the Eligible Person.

Section 6.6. Contract.

The provisions of this Article VI shall be deemed to be a contract between the Association and each Eligible Person, and an Eligible Person's rights hereunder with respect to a Claim shall not be diminished or otherwise adversely affected by any repeal, amendment, or modification of this Article VI that occurs subsequent to the date of any action taken or not taken by reason of which such Eligible Person becomes involved in a Claim.

Section 6.7. Effective Date.

The provisions of this Article VI shall be applicable to Claims made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after the adoption hereof.

ARTICLE VII - Policies

The Board of Directors shall establish and maintain such policies as it deems necessary and appropriate for the efficient administration and government of the Association including, but not limited to, the Association's Code of Ethics. The Board of Directors shall review and revise, if revisions are necessary, all policies established under this Article VII no less often than annually. The policies shall be maintained at the offices of the Executive Director of the Association.

ARTICLE VIII - Checks

All checks, drafts, or other orders for payment of money shall be signed in the name of the Association by such officers or persons as the Board of Directors shall designate from time to time by resolution adopted thereby and included in the minute book of the Association.

ARTICLE IX - Execution of Documents

The President or any officer designated by the President may, in the Association's name, sign all deeds, leases, contracts or other similar documents that may be authorized by the Board of Directors unless execution is otherwise provided for, required, or directed by the Board of Directors, the Association's Articles of Incorporation, the Act, or other law.

ARTICLE X - Loans

Such of the officers of the Association as shall be designated from time to time by any resolution adopted by the Board of Directors and included in the minute book of the Association shall have the power, with such limitations as may be fixed by the Board of Directors, to borrow money on the Association's behalf, to establish credit, to pledge collateral, and to execute evidences of indebtedness and other instruments in connection therewith, as the Board may authorize from time to time. The Association may not lend money to or guarantee the obligations of any Director or officer of the Association.

ARTICLE XI - Amendments

The Bylaws may be rescinded, changed, or amended, and provisions hereof may be waived by a majority vote of the members of the Association present and entitled to vote at any meeting called for such purpose at which a quorum is present and at which at least sixty (60) days' written notice of the proposed amendments has been delivered to the membership. Additionally, the Bylaws may be rescinded, changed, or amended, and provisions hereof may be waived by written ballot by a majority of the voting members.

Additionally, the Board of Directors may, by unanimous vote, rescind, change, amend, or waive the provisions of the Bylaws from time to time; provided, however, that the members entitled to vote with respect thereto, as provided in this Article XI, may rescind, change, amend, or waive the provisions of any Bylaws made by the Board of Directors. The Board of Directors shall have no power to change quorum requirements for member or Director meetings or to change any provisions of the Bylaws with respect to the removal of Directors or the filling of vacancies in the Board resulting from the removal by members. If any Bylaws regulating an impending election of Directors is adopted, amended, or repealed by the Board of Directors, there shall be set forth in the notice of the next meeting of members for the election of Directors, the provision so adopted, amended, or repealed, together with a concise statement of the changes made.

ARTICLE XII - Dissolution

In the event of a dissolution of the Association, the assets of the Association remaining after payment of all liabilities and obligations shall be distributed to one or more charities as described in Section 501(c)(3) of the Internal Revenue Code, or to another not-for-profit organization as described in section 501(c)(6) of the Internal Revenue Code, as determined by the Board of Directors to have purposes and standards similar to those of the Association.

ARTICLE XIII - Miscellaneous

All references in these Bylaws to the Act shall mean the General Not For Profit Corporation Act of Illinois (the "Act"), as it may from time to time be amended, and any statute that may in the future supersede or replace, in whole or in part, the Act.