

NIAFPD BY-LAWS

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**BY-LAWS OF
THE NORTHERN ILLINOIS ALLIANCE OF
FIRE PROTECTION DISTRICTS**

ARTICLE I.

OFFICES

The Northern Illinois Alliance of Fire Protection Districts (Alliance) shall maintain in the State of Illinois a registered office and a registered agent at such office and may have other offices within or without the State.

ARTICLE II.

PURPOSE

The objectives of this Alliance are to foster the exchange of ideas and information among and between Alliance members; to encourage and promote the advancement of common interests of Fire Protection Districts; to develop a regional resource bank of information; to present educational programs, seminars and materials particularly aimed at the specialized needs of Northern Illinois Fire Protection Districts; to develop and encourage cooperation among Fire Protection Districts; to provide a vehicle and forum for the unified expression of opinions and positions by members upon political, economic or social matters or events of concern to the members of the Alliance. These activities shall be carried out to the extent and in such manner that they further business league purposes within the meaning of Section 501(c) (6) of the Internal Revenue Code of 1986, as amended or superseded from time to time.

No part of the net earnings of the Alliance shall inure to the benefit of, or be distributable to, its directors, officers, members or other private persons, except that the Alliance is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in these By-Laws.

Upon the dissolution of the Alliance, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Alliance, dispose of all of the assets of the Alliance in such manner or to such organization or organizations organized or operated exclusively for purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c) (6) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States Internal Revenue law) as the Board of Directors shall determine.

ARTICLE III.

MEMBERSHIP

SECTION 1. **Classes of Members.** The Alliance shall have three (3) classes of members. The designation of such classes and the qualifications and rights of the members of such classes shall be as follows:

(a) **District Members.** Eligible for district membership are: fire protection districts geographically located in the State of Illinois.

(b) **Associate Members.** Associate Membership shall be available as per the following categories:

1. Friends of the Northern Illinois Alliance of Fire Protection Districts. Any person not working in the field, but who has any interest in fire protection.
2. Patrons or vendors of the Alliance and/or companies who have an interest in the fire

- protection movement and who wish to contribute to the support of the Alliance.
3. Districts who qualify for general district membership shall not be eligible for associate membership.

(c) Emeritus Members. Any person who has been actively involved as a trustee, commissioner, executive officer, or administrator of a member district or a district eligible for membership in the Alliance.

SECTION 2. **Admission to Membership.** Except in the initial election of members, all applicants for membership shall file with the Secretary a written application in such form as the Board of Directors shall from time to time determine.

All applications for membership shall be presented promptly for consideration and investigation to the Board of Directors or to the membership committee, if a membership committee has been appointed by the Board of Directors, and if a membership committee has been appointed it shall report promptly to the Board of Directors.

To be eligible to become and maintain membership in the Alliance, districts, individuals and other entities must submit completed applications designating the type of membership sought, and must pay applicable dues and assessments, and comply with all by-laws, and meet all other requirements for membership as may be established by the Board of Directors.

SECTION 3. **Voting Rights.** Only district members may cast ballots, conduct business or be eligible for elective office in the Alliance, with only one eligible vote per district. Member districts will be required to keep on file with the Secretary of the Alliance a list of individuals or delegates who are permitted to vote on behalf of the District with alternates listed in rank order in the event the primary delegate is absent from an Alliance meeting. Delegates shall register with the Secretary at the beginning of each meeting to ensure each district receives its vote in the event of a roll call vote. Roll call votes will be held on any matter at the request of any delegate.

SECTION 4. **Termination of Membership.** The Board of Directors by affirmative vote of two-thirds of all of the members of the Board of Directors may suspend or expel a member for cause after an appropriate hearing, and may, by a majority vote of those present at any regularly constituted meeting, terminate the membership of any member who becomes ineligible for membership, or suspend or expel any member who shall be in default in the payment of dues or assessments for the period fixed in Section 9 of Article III of these By-Laws.

SECTION 5. **Resignation.** Any member may resign by filing a written resignation with the Secretary, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments or other charges theretofore accrued and unpaid.

SECTION 6. **Reinstatement.** Upon written request signed by a former member and filed with the Secretary, the Board of Directors may by the affirmative vote of two-thirds of the members of the Board reinstate such former member to membership upon such terms as the Board of Directors may deem appropriate.

SECTION 7. **Transfer of Membership.** Membership in this Alliance is not transferable or assignable.

SECTION 8. **Membership Certificates.** The Board of Directors may issue a certificate for each membership in the Alliance.

SECTION 9. **Failure to Pay Dues or Assessments.** A member in good standing is one whose annual dues and/or any applicable assessments are not more than six (6) months in arrears. A member not in good standing may be reinstated by payment of the current annual dues and any and all

assessments which were levied or became due while such person was a member in good standing or subsequent thereto.

ARTICLE IV.

MEETINGS OF MEMBERS

SECTION 1. **Annual Meeting.** An annual meeting of the members shall be held at the annual conference in February of each year for the purpose of electing directors for two (2) year terms and for the transaction of such other business as may come before the meeting. If such day were a legal holiday, the meeting shall be held at the same hour on the next succeeding business Saturday.

SECTION 2. **Meetings.** There will be one other regular meeting of the members of the Alliance, and will be held in August at 10:00 a.m. at a location set by the Board of Directors.

SECTION 3. **Special Meeting.** Special meetings of the members may be called either by the President or a majority of the Board of Directors.

SECTION 4. **Place of Meeting.** The Board of Directors may designate any place, either within or without the State of Illinois, as the place of meeting for any annual, regular or special meeting of the members called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Alliance in the State of Illinois.

SECTION 5. **Notice of Meetings.** Written notice stating the place, date, and hour of any meeting of members, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each member entitled to vote at such meeting not less than five (5) nor more than sixty (60) days before the date of such meeting, or in the case of a removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets not less than twenty (20) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President, or the Secretary/Treasurer, or the officer or persons calling the meeting. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Alliance, with postage thereon prepaid.

SECTION 6. **Quorum.** A quorum shall be ten (10) of the qualified District Members of record as of the most recent annual or regular meeting. If a quorum is present, the affirmative vote of a majority of the votes present and voted shall be the act of the members, unless the vote of a greater number is required by the Illinois General Not For Profit Corporation Act of 1986 ("Act") or the Articles of Incorporation. Withdrawal of members from any meeting may cause failure of a duly constituted quorum at that meeting.

ARTICLE V.

BOARD OF DIRECTORS

SECTION 1. **General Powers.** The affairs of the Alliance shall be managed by and under the direction of the Board of Directors and Officers. The Board of Directors may employ an Executive Director and such other employees as it deems necessary to manage the affairs of the Alliance under the direction of the Board and President.

SECTION 2. **Number, Tenure and Qualifications.** The number of directors shall be nine (9). Directors must be trustees of member districts in good standing. The immediate past president of the Alliance shall be a director. No member district may have more than one representative serving as a director or officer. Each director shall hold office for two years, with four (4) members to be elected at the annual meeting in odd numbered years and four (4) during even numbered years. The directors' terms of

office shall commence immediately upon their election, and shall serve until their successors shall have been elected and qualified.

SECTION 3. **Regular Meetings.** The Board of Directors will hold a minimum of four (4) meetings each year, which may be on dates other than regular Alliance meetings.

SECTION 4. **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them.

SECTION 5. **Notice.** At least three (3) days written notice of any special meeting of the Board of Directors shall be given to each director at the address as shown by the records of the Alliance. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at any regular or special meeting of the Board shall be specified in the notice.

SECTION 6. **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, including any interim board action using electronic means.

SECTION 7. **Manner of Acting.** The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these By-Laws, or the Articles of Incorporation.

SECTION 8. **Resignation or Removal of Directors.**

(a) A director may resign at any time by written notice delivered to the Board of Directors or to the President or Secretary. A resignation is effective when the notice is delivered unless the notice specifies a future date. A director shall resign upon his or her failing to meet the qualifications for directors set forth in Section, 2 of this Article.

(b) No director may be removed, except as follows:

((1)) A director may be removed by the affirmative vote of two thirds of the votes present and voted.

((2)) No director shall be removed at a meeting of members entitled to vote unless the written notice of such meeting is delivered to all members entitled to vote on removal of directors. Such notice shall state that a purpose of the meeting is to vote upon the removal of one or more directors named in the notice. Only the named director or directors may be removed at such meeting.

SECTION 9. **Vacancies.** Any vacancy occurring in the Board of Directors shall be filled by the majority vote of the remaining directors. A director appointed to fill a vacancy shall serve the unexpired term of his or her predecessor in office.

SECTION 10. **Compensation.** Directors shall not receive any stated salaries for their services, but may be reimbursed for expenses reasonably incurred for Alliance purposes, upon vote of the Board of Directors.

SECTION 11. **Interim Board Action by Electronic Means.**

(a) The President of the Board of Directors may authorize the Board of Directors to conduct interim business using electronic means when deemed to be in the best interest of the Board of Directors. "Electronic means" is defined to include any Board of Directors action where a majority of the Board utilizes telephone conference, video conference, voice-over-internet protocol, electronic mail or other related

communications technology to participate in a meeting and which provides all participating Directors with a clear, bilateral and identifiable means of meeting participation.

- (b) The President (or designee) must provide at least five (5) days advance written or e-mailed notice to all Directors of his intent to conduct interim board action using electronic means. All Directors shall have a full and fair opportunity to take part in any such meetings, to have a right to hear and to be heard, and to vote on all pending motions. All interim business action that are approved using electronic means must be reduced to writing and later ratified by vote of the Board of Directors at a regular or special board meeting where a quorum of the Board of Directors is physically present.

ARTICLE VI.

OFFICERS

SECTION 1. **Officers.** The officers of the Alliance shall be President, and Secretary/Treasurer. Officers whose authority and duties are not prescribed in these By-Laws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two offices may be held by the same person. Any officer may also simultaneously serve as a director.

SECTION 2. **Election, Tenure and Qualifications.** The election of officers shall be held at the annual meeting, by ballot, with a majority of votes of district members present at the annual meeting constituting a valid election. Balloting shall be by voice vote unless a secret ballot is requested by a member district present for the voting or at the discretion of the Board of Directors. The Board of Directors may establish a nominating committee whose duty shall be to prepare lists of candidates for the offices that are up for election. An opportunity for nominations for officers from the floor shall be provided at the annual meeting. No seconds are required for such nominations, and any eligible person may submit their own name as a candidate for any office. All officers must be trustees of member districts in good standing with the exception of the office of treasurer. No member district shall have more than one representative serving as an officer or director.

The officers shall serve staggered two-year terms, which shall commence immediately upon their election at the annual Alliance meeting.

SECTION 3. **Removal.** Any officer may be removed by the Board of Directors in the same manner provided for removal of directors by the Board of Directors.

SECTION 4. **President.** The President shall be the principal executive officer of the Alliance. Subject to the direction and control of the members, he or she shall be in charge of the business and affairs of the Alliance; he or she shall see that the resolutions and directives of the members are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board of Directors; and, in general, he or she shall discharge all duties incident to the office of President and such other duties as may be prescribed by the members. He or she shall preside at all meetings of the members and of the Board of Directors, or arrange for other executive members to preside at each meeting in the following order: Secretary/Treasurer; any member of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Alliance or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he or she may execute for the Alliance any contracts, deeds, mortgages, bonds, or other instruments which the members have authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Alliance and either individually or with the Secretary or any other officer thereunto authorized by the members, according to the requirements of the form of the instrument. He or she may vote all securities, which the Alliance is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the Alliance by the members. The President may delegate any of his duties and responsibilities to the employees of the Alliance authorized to be hired by the Board of Directors.

SECTION 5. **Secretary/Treasurer.** The Secretary/Treasurer shall be the principal accounting and financial officer of the Alliance. He or she shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the Alliance; (b) have charge and custody of all funds and securities of the Alliance, and be responsible therefore, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. If required by the Board of Directors, the Secretary/Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. Any and all duties of the Secretary/Treasurer may be carried out by the Executive Director, including but not limited to; the maintenance of adequate books of account for the Alliance, having charge and custody of all funds and securities of the Alliance and for the receipt and disbursement of those funds and securities.

The Secretary/Treasurer and/or the Executive Director shall record the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these By Laws or as required by law, be custodian of the corporate records and of the seal of the Alliance, keep a register of the post office address of each member which shall be furnished to the Secretary/Treasurer and/or the Executive Director by such member, and perform all duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

SECTION 6- **Executive Director.** The Executive Director is hired by the Board of Directors and shall primarily report to the President. The Executive Director has day-to-day responsibility for the Alliance, including carrying out Alliance goals and Board policy. The Executive Director will attend all Board meetings, report on the progress of the Alliance, answer questions of Board members and carry out any and all duties assigned by the President or Board of Directors. The Executive Director's salary and compensation shall be set by the Board of Directors as a function of the annual budget process.

ARTICLE VII.

COMMITTEES

SECTION 1. **Committees of Directors.** The Board of Directors, by majority vote, may designate one or more committees, each of which shall consist of two or more directors, which committees, to the extent not restricted by law, shall have and exercise the authority of the Board of Directors in the management of the Alliance; but the designation of such committees 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 or her by law.

SECTION 2. **Other Committees.** Other committees not having and exercising the authority of the Board of Directors in the Alliance may be established by the Board of Directors or President. Members of each such committee shall be members of the Alliance, and the President shall have authority to appoint and remove committee members.

SECTION 3. **Term of Office.** Each member of a committee shall continue as such until the next annual meeting of the members of the Alliance and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof. A committee member may serve successive terms on such committee.

SECTION 4. **Chairman.** One member of each committee shall be appointed chairman.

SECTION 5. **Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6. **Quorum.** A majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

SECTION 7. **Rules.** Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII.

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

SECTION 1. **Contracts.** The Board of Directors may authorize any officer or officers, agent or agents of the Alliance, in addition to the officers so authorized by these By-Laws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Alliance, and such authority may be general or confined to specific instances.

SECTION 2. **Checks, Drafts, Etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Alliance shall be signed by the Executive Director and countersigned by the President or Secretary/Treasurer.

SECTION 3. **Deposits.** All funds of the Alliance shall be deposited from time to time to the credit of the Alliance in such banks, trust companies, or other depositories as the Board of Directors may select.

SECTION 4. **Gifts.** The Board of Directors may accept on behalf of the Alliance any contribution, gift, bequest, or device for the general purposes or for any special purpose of the Alliance.

ARTICLE IX.

BOOKS AND RECORDS

The Alliance shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Alliance may be inspected by any member, or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X.

FISCAL YEAR

The fiscal year of the Association shall be fixed by the Board of Directors.

ARTICLE XI.

DUES AND ASSESSMENTS

SECTION 1. **Dues.** The Board of Directors may determine from time to time the amount of annual dues payable to the Alliance by members. The Board of Directors shall have the power to remit or waive dues of any member(s), in whole or in part.

SECTION 2. **Assessments.** The Board of Directors may recommend from time to time the amount of any special assessment, which amount and method of calculation of each member's share shall be presented to and subject to the approval of the voting membership at a meeting.

ARTICLE XII.

SEAL

The corporate seal shall have inscribed thereon the name of the Alliance and the words "Corporate Seal, Illinois."

ARTICLE XIII.

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Act or under the provisions of the Articles of Incorporation or these By-Laws, 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 XIV.

AMENDMENTS

The power to alter, amend, or repeal these By-Laws or adopt new by-laws shall be vested in the voting members of the Alliance or Board of Directors. These Bylaws may be amended when necessary by a majority of either the District membership in attendance and voting at a regular, annual or special meeting or Board of Directors. Proposed amendments must be submitted to the Secretary/Treasurer to be sent out with regular meeting and Board announcements. The by-laws may contain any provisions for the regulation and management of the affairs of the Alliance not inconsistent with the law or the Articles of Incorporation. Upon any such alteration, amendment or repeal, notice shall be published to all members within seven (7) days of any such action by the Board of Directors. Any such alteration, amendment or repeal shall take effect thirty (30) days after the publication of such notice unless, within that thirty (30) day period, a petition objecting to such alteration, amendment or repeal, signed by at least one (1) District member in good standing is received by the Secretary/Treasurer, President or Executive Director. In the event that such a petition is timely received, the alteration, amendment or repeal shall not take effect, but shall abate until the next regular, annual or special meeting of the membership, at which time the alteration, amendment or repeal shall be put to a vote of the membership. A majority of the membership in attendance and voting shall decide the question.

ARTICLE XV.

INDEMNIFICATION OF OFFICERS AND DIRECTORS, EMPLOYEES AND AGENTS—INSURANCE

(a.) The Alliance may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether criminal, administrative or investigative (other than an action by or in the right of the Alliance) by civil reason of the fact that he or she is or was a director, officer, employee or agent of the Alliance, or who is or was serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Alliance, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Alliance,

and, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

(b.) The Alliance may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Alliance to procure a judgment in its favor by reason of the fact that the or she is or was a director, officer, employee or agent of the Alliance, or is or was serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Alliance, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Alliance, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(c.) To the extent that a director, officer, employee or agent of the Alliance has been successful, on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (a) and (b), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

(d.) Any indemnification under subsections (a) and (b) (unless ordered by a court) shall be made by the Alliance only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set fourth in subsections (a) or (b). Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (ii) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the members entitled to vote, if any.

(e.) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Alliance in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Alliance as authorized in this Section.

(f.) The indemnified provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(g.) The Alliance shall purchase and maintain insurance and fidelity bond on behalf Alliance officers and executive director and may, at the discretion of the Board of Directors, purchase and maintain such insurance and fidelity bond on behalf of any other employee or agent of the Alliance, or who is or was serving at the request of the Alliance as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Alliance would have the power to indemnify such person against such liability under the provisions of this Section.

(h.) If the Alliance has paid indemnity or has advanced expenses under this Section to a director, officer, employee or agent, the Alliance shall report the indemnification or advance in writing to the members entitled to vote or before the notice of the next meeting of the members entitled to vote.

(i.) For purposes of this Section, references to "the Alliance" shall include, in addition to the surviving Alliance, any merging Alliance (including any Alliance having merged with a merging Alliance) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was a director, officer, employee or agent of such merging Alliance, or was serving at the request to the surviving Alliance as such person would have with respect to the merging Alliance if its separate existence had continued.

(j.) For purposes of this Section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Alliance" shall include any service as a director, officer, employee or agent of the Alliance which imposes duties on, or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believes to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Alliance" as referred to in this Section.

Last Revised and Approved on May 7, 2011 Board of Directors Meeting.