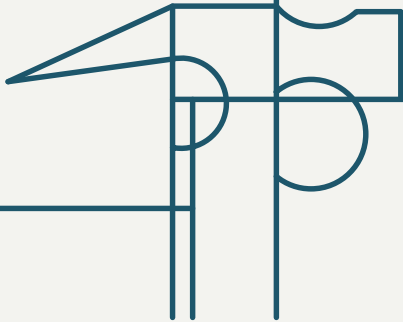


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## **Amended and Restated By-Laws**

October 8, 2021

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# ARTICLE I.

## Corporate Affairs

### Section 1.1 NAME.

The name of the corporation is: Byggmeister Associates, Inc. (hereinafter, the “Corporation”).

### Section 1.2 FISCAL YEAR.

The fiscal year of the Corporation shall end on the 31st day of May in each year.

### Section 1.3 EXECUTION OF INSTRUMENTS.

All deeds, leases, transfers, contracts, notes, bonds, and other obligations authorized to be executed on behalf of the Corporation shall be signed by the President & Chief Executive Officer or the Treasurer except as otherwise determined from time to time by the Corporation’s Board (as defined herein below).

### Section 1.4 CORPORATE RECORDS.

Copies of the following documents shall be kept at the principal office of the Corporation or at the office of the Secretary, but need not all be kept at the same office: (a) the Articles of Organization and Bylaws, (b) records of all meetings of Incorporators, Directors, and Members, and (c) the stock and transfer records containing the names and record addresses of all members.

### Section 1.5 ARTICLES OF ORGANIZATION.

The purposes of the Corporation shall be as set forth in the Articles of Organization (hereinafter, the “Articles”). In the event of any inconsistency between the Articles and these Bylaws, the provisions of the Articles shall be controlling.

### Section 1.6 DEFINED TERMS.

Certain capitalized terms used herein have the meanings specified in Annex 1 attached hereto.

### Section 1.7 AMENDMENT AND RESTATEMENT OF EXISTING BYLAWS.

These Bylaws amend and restate in their entirety the bylaws of the Corporation in effect as of immediately prior to the effectiveness hereof. Upon effectiveness of these Bylaws, such prior bylaws shall be of no further force or effect of any nature.



## ARTICLE II.

### Members and Shareholders

#### Section 2.1 MEMBERSHIP ORGANIZATION.

The Corporation shall operate on a cooperative basis, with earnings and losses allocated on the basis of patronage and with voting by Members and Shareholders in accordance with the Articles and these Bylaws. The Corporation has a single class of common voting stock (hereinafter, “Membership Shares”), and holders of Membership Shares are designated hereinafter as Members. Receipt of any Membership Shares by and Members shall be conditioned upon the Corporation and such Member executing a Subscription and Members’ Agreement in substantially the form attached hereto as Exhibit A, with such changes to such form as may be authorized by the Board from time to time (each such agreement, a “Subscription Agreement”).

#### Section 2.2 TRANSFER RESTRICTIONS.

No Membership Share or interest therein may be sold, assigned, or otherwise transferred, voluntarily or involuntarily, by operation of law or otherwise, except for a transfer to the Corporation or a transfer approved by Super-Majority Member Consent.

#### Section 2.3 RECORD OF SHAREHOLDERS.

The Corporation shall keep at its office in this state, a record containing the names and addresses of all shareholders, the number and class of shares held by each, and the dates when they respectively became the owners of record thereof. This record shall be kept in written or electronic form. The Corporation shall be protected in treating the persons in whose names shares stand on the record of shareholders as the owners thereof for all purposes.



## **ARTICLE II. Members and Shareholders (continued)**

### **Section 2.4 MEMBERS AND MEMBERSHIP SHARES.**

**A. MEMBER ELIGIBILITY.** Members shall be limited to natural persons who:

- (1) patronize the Corporation through provision of their labor on a full-time or part-time basis;
- (2) have paid a Membership Fee as hereinafter defined;
- (3) have been employed by the Corporation for no less than 36 continuous months (subject to permitted non-continuous employment resulting from time off, leaves of absence and return of former employees, in each case as permitted by Corporation management) and no less than 3,000 hours (subject to, with respect to former employees who return to the Corporation as employees, reasonable reductions as determined by Corporation management); and
- (4) have been approved by Super-Majority Member Consent.

### **B. SUBSEQUENT MEMBERSHIP APPLICATION.**

In the event that any prospective Member has satisfied the criteria set forth in Sections 2.4(A) (1) through (3) but not Section 2.4(A)(4), such prospective Member may request that another Member vote be taken not less than six (6) months following the last Member vote considering such prospective Member's admission as a Member. Such requests from such prospective Member may be repeated in such six (6) month intervals for an unlimited number of times, until such prospective Member is admitted as a Member or ceases to be employed by the Corporation.



## **ARTICLE II. Members and Shareholders (continued)**

### **C. MEMBERSHIP SHARES.**

Each Member shall own one and only one Membership Share. (1) Only Members may own Membership Shares, except that, in the event of the death of a Member, their estate may hold the Membership Share pending redemption by the Corporation.

(2) The Cost and terms of the Membership Share shall initially be Six Thousand Dollars (\$6,000) (the “Membership Fee”), no less than Five Hundred Dollars (\$500) of which shall be payable in cash at the time of purchase of the Membership Shares. Each Member’s Membership Fee shall be paid pursuant to the terms set forth in such Member’s Subscription Agreement. The payment terms of any Subscription Agreement may be amended at any time the applicable Member together with the head of the Corporation’s human resources department (or, in the event that no individual holds such title, an officer with comparable responsibilities with respect to employee and human resources matters) plus one additional officer.

D. MEMBERSHIP TERMINATION. Upon voluntary or involuntary termination of a Member’s employment by the Corporation, except for temporary layoffs or absences, or at the election of such Member, such Member’s membership shall be terminated and the Corporation shall redeem such Member’s Membership Share in accordance with Article III.



# ARTICLE III.

## Internal Capital Account System

### Section 3.1 INTERNAL CAPITAL ACCOUNTS.

The Corporation shall have a system of Internal Capital Accounts as equity accounts to reflect its net worth, to reflect the allocation of net worth among the Members, and to determine the redemption value of Membership Shares, additional paid-in capital, and Written Notices of Allocation as hereinafter defined. The Internal Capital Accounts consist of Individual Capital Accounts and an Indivisible Reserve Account. The sum of the balances of the Internal Capital Accounts is the net worth of the Corporation.

**A. INDIVIDUAL CAPITAL ACCOUNTS.** The Corporation shall maintain for each Member an account (an “**Individual Capital Account**”) that reflects the value of the Member’s equity in the Corporation.

(1) The balance in any Individual Capital Account results from and is increased by: (a) the Membership Fee, or any other paid-in capital from or on behalf of the Member distinct from the Membership Fee, and (b) the amount of any Written Notices of Allocation issued to the Member.

(2) The balance in any Individual Capital Account is decreased by: (a) any refund of the Membership Fee, or any other paid-out capital to the Member distinct from the Membership Fee, (b) the redemption, in cash or notes of indebtedness, of a Written Notice of Allocation previously issued to the Member, and (c) losses in accordance with section 3.2 (C).

**B. INDIVISIBLE RESERVE ACCOUNT.** The Corporation shall maintain an indivisible reserve account (hereinafter, “**Indivisible Reserve Account**”) that reflects the portion of net worth not allocated to Individual Capital Accounts.

(1) The balance in the Indivisible Reserve Account results from and is increased by: (a) that portion of retained earnings not allocated to Individual Capital Accounts, (b) any gifts or grants to the Corporation, (c) any non-Member Patronage Income, and (d) any Ancillary Income.

(2) The Indivisible Reserve Account balance is decreased by any losses allocated to the Indivisible Reserve Account

(3) The Indivisible Reserve Account may not be distributed to Members, or any other persons or entities, except as described in these Bylaws



## ARTICLE III. Internal Capital Account System (continued)

### Section 3.2 ALLOCATION OF NET INCOME.

The positive or negative Accounting Net Income of the Corporation shall be allocated annually among the Internal Capital Accounts, after payment of any dividends on capital stock.

**A. PATRONAGE ALLOCATIONS.** Patronage Income, after reductions in accordance with section 3.2 (C) shall be allocated as Patronage Dividends to the Members on the basis of their relative Patronage within eight and one half (8.5) months after the end of each fiscal year.

(1) In any proportions determined by the Board, Patronage Dividends may be paid in cash, or in Written Notices of Allocation, provided, however, that such Patronage Dividends shall be paid in cash to the extent necessary for each Member receiving a Patronage Dividend to receive sufficient cash to fulfill any tax liabilities resulting from such Patronage Dividend. Written Notices of Allocation may be comprised of Qualified Written Notices of Allocation or Non-Qualified Written Notices of Allocation, in each case as defined in Subchapter T of the Federal Internal Revenue Code of 1986, as amended from time to time (hereinafter, "Subchapter T").

(2) The amount of any Written Notice of Allocation issued to a Member shall be credited to the Member's Individual Capital Account and the amount thus retained by the Corporation may be used for any and all corporate purposes. Written Notices of Allocation are non-transferable unless otherwise approved by the Board.

(3) By becoming a Member of the Corporation, each Member shall be deemed to have consented to include in their taxable income the amount of any Qualified Written Notices of Allocation and to pay tax thereon in accordance with Subchapter T.

(4) The Corporation shall issue annually to each Member an Individual Capital Account Statement that discloses their account balance and any changes since the previous Statement.





### **ARTICLE III. Internal Capital Account System (continued)**

**B. INDIVISIBLE RESERVE ALLOCATIONS.** Annually the Board shall make a recommendation to the Members as to the allocations to the Indivisible Reserve Account (hereinafter called “Indivisible Reserve Allocations”). Subject to Majority Member Consent with respect to such allocations, such allocations shall be made to the Indivisible Reserve Account. In the event that any such recommendation shall not receive Majority Member Consent, the Board shall make an alternate proposal or proposals until such time as a proposal shall have received Majority Member Consent. The Indivisible Reserve Allocations shall be from: (1) Ancillary Income and Non-Member Patronage Income and (2) in accordance with business purposes, a target percentage of Patronage Net Income as determined by the Board on the basis of stated business purposes and needs.

**C. LOSSES.** If the Corporation incurs a net loss in any fiscal year, such net loss shall be charged against the balances in the Internal Capital Accounts and the balance of the Indivisible Reserve Account in a proportion recommended by the Board, subject to approval by Majority Member Consent.

#### **Section 3.3 CAPITAL DISTRIBUTIONS TO MEMBERS.**

Membership Shares and Written Notices of Allocation shall be redeemed by the Corporation in accordance with this section.

**A. DISTRIBUTION OF CASH PORTION OF PATRONAGE DIVIDENDS.** All Patronage Dividends that have been allocated to be paid in cash pursuant to Section 3.2(A)(1) above shall be distributed to all applicable Members within eight and one half (8.5) months after the end of each fiscal year, provided, however, that to the extent any Member’s Membership Fee shall not have been paid in full as of the time of such distribution, such distribution, or a portion of such distribution, shall, unless required by such Member to fulfill any tax liabilities resulting from such distribution, first be applied to pay the remainder of such Member’s Membership Fee, with any remaining excess distributed as provided herein.

**B. REDEMPTION OF WRITTEN NOTICES OF ALLOCATION.** All Written Notices of Allocation credited to a Member’s Individual Capital Account shall be redeemed by the Corporation as follows:

(1) No Written Notices of Allocation issued to a Member will be redeemed until after the end of the Corporation’s fourth full fiscal year following the issuance of Membership Shares to such Member.



### **ARTICLE III. Internal Capital Account System (continued)**

(2) After the end of the Corporation's fourth fiscal year following the issuance of Membership Shares to a Member, the Corporation shall redeem the portion of Written Notices of Allocation attributable to the first full fiscal year during which the Member held Membership Shares and any partial portion of the fiscal year preceding such first fiscal year.

(3) After the end of each subsequent fiscal year, the Corporation shall redeem the portion of Written Notices of Allocation attributable to the fiscal year that is four years prior to such fiscal year.

#### **C. REDEMPTION OF MEMBERSHIP SHARES UPON TERMINATION OF MEMBERSHIP.**

Upon termination of Membership in accordance with the Bylaws, the Membership Share held by the terminated Member shall be transferred to the Corporation for the consideration defined herein.

(1) As soon as reasonably practicable following termination, but in no event later than thirty (30) days following termination, the Member's Membership Fee shall be refunded by the Corporation, in cash. After year-end adjustments, the Member's Individual Capital Account balance other than Written Notices of Allocation shall be paid to the terminated Member as consideration for the Membership Share in cash, promissory notes, or other property as determined by the Board in its sole discretion.

(2) All of the Member's Written Notices of Allocation shall be paid, as elected by the Board in its sole discretion, either (i) in their entirety, as of the Member's date of termination or (ii) on the schedule applicable to remaining Members as provided in clause (B) above.

(3) If there is no positive balance in the terminated Member's Individual Capital Account then the Membership Share shall be returned to the Corporation for no consideration.

**D. DISSOLUTION DISTRIBUTIONS.** Upon liquidation, dissolution, or sale of all the assets of the Corporation (the date on which any of the foregoing occurs, the "Liquidation Date"), any assets left after payment of all debts and Individual Capital Account balances shall be distributed, pro rata, to all individuals who were Members of the Corporation on the Liquidation Date or at any time within three (3) years prior to the Liquidation Date. Such pro rata determination shall be based on the definition of "Patronage," as applicable to all such current or prior Members described in the previous sentence.



## ARTICLE IV.

### MEETINGS OF MEMBERS

#### **Section 4.1 ANNUAL MEETING.**

The annual meeting of Members (the “Annual Meeting”) shall be held on the first Friday following the end of the second month after the end of the Corporation’s fiscal year, or on such other date as determined by the Board, at a time and location fixed by the Board or by the President & Chief Executive Officer. The Annual Meeting shall be held for the purpose of electing the Board, and for any other lawful purposes that are specified by the Board, by the President & Chief Executive Officer, or by written application of the greater of (i) three (3) Members and (ii) twenty-five percent (25%) of the Members. If the Annual Meeting is omitted on the day specified herein, a Special Meeting may be held in its place and any business transacted shall have the same effect as if transacted at the Annual Meeting.

#### **Section 4.2 REGULAR MEETINGS.**

Regular meetings of Members may be held without call or formal notice at such places and at such times as the Board, the President & Chief Executive Officer, or the Members, by Majority Member Consent, may from time to time determine, provided that each Member shall be given notice of the schedule of regular meetings.

#### **Section 4.3 SPECIAL MEETINGS.**

Special meetings of Members (“Special Meetings”) may be called at any time by the Board, the President & Chief Executive Officer, or upon written application of the greater of (i) three (3) Members and (ii) twenty-five percent (25%) of the Members. Special Meetings may be called for any lawful purpose.



## **ARTICLE IV. Meetings of Members (continued)**

### **Section 4.4 NOTICE OF MEETINGS.**

A written notice of each Annual Meeting or Special Meeting stating the time, place, and purpose shall be given by the Secretary or by the officer calling the meeting, at least ten (10) days, with respect to any Annual Meeting, or at least two (2) days, with respect to any Special Meeting, before the meeting, to each Member either: (1) in person; (2) by leaving the notice at their residence or usual place of business; (3) by mailing it to their address as shown on the records of the Corporation; (4) or by e-mail. Notice need not be given to any Member who, before or after the meeting, executes a written waiver of notice that is filed with the records of the meeting. Each Member shall notify the Corporation of their current mailing address. Notice need be given only to members entitled to vote.

### **Section 4.5 QUORUM.**

A majority of Members, in-person or participating remotely (whether by telephone, video conference or any other medium whereby a participant can hear other participants and be heard), shall be required to constitute a quorum at any meeting of Members, provided, however, that at any meeting at which any action requiring Super-Majority Member Consent is proposed to be taken, such quorum shall require not less than such number of Members as shall constitute Super-Majority Member Consent.

### **Section 4.6 VOTING AND PROXIES.**

Members shall vote on a one vote per person basis on any matter requiring voting by Members at meetings of Members.



## **ARTICLE IV. Meetings of Members (continued)**

### **Section 4.7 ACTION AT A MEETING.**

The President & Chief Executive Officer, Chair, or other designee, as determined by the Board, shall preside at meetings of Members. Except as otherwise provided herein, when a quorum is present at a meeting of Members, to the extent that Members are unable to make any decision by consensus, a majority of all Members shall decide any matter to be voted upon, except if a larger vote is required by law, the Articles, or the Bylaws. Notwithstanding the foregoing, none of the following shall be permitted without Super-Majority Member Consent:

- (1) the sale of substantially all of the Corporation's assets, or the merger, consolidation, or liquidation of the Corporation;
- (2) the admission of additional Members, as provided in more detail in Section 2.4 above;
- (3) any material change to the Corporation's principal line of business; or
- (4) any material joint venture, partnership or similar transaction with any third party, including any of the foregoing involving the purchase of real estate.

### **Section 4.8 ACTION WITHOUT MEETING.**

Any action to be taken by Members may be taken without a meeting if all Members entitled to vote on the matter consent to the action in writing. Such written consent shall be filed with the records of the Corporation, and shall be treated for all purposes as a vote at a meeting.



## ARTICLE V.

### THE BOARD OF DIRECTORS

#### **Section 5.1 POWERS.**

The Board of Directors (hereinafter, the “Board”, and each member of the Board, a “Director”) may exercise all the powers of the Corporation, including the power to issue stock, except as otherwise provided by law, the Articles, or these Bylaws, provided, however, that the Board may not authorize any undertaking for which Majority Member Consent is required hereunder or Super-Majority Member Consent would be required, pursuant to Section 4.7 above, without having received such Majority Member Consent or Super-Majority Member Consent, as applicable. In the event of a vacancy on the Board, the remaining Directors may exercise the powers of the full Board until the vacancy is filled, except as otherwise provided by law.

#### **Section 5.2 ELECTION, TENURE, AND SIZE.**

Directors shall be elected by the Members at the Annual Meeting. A Director need not be a Member, provided, however, that in no event shall the number of non-Member Directors exceed the number of Directors who are Members.

A. The Board shall initially be comprised of three (3) Directors, who shall initially be Stephen Cador Pricejones, Josy Raycroft and Maria Washington, and, which number shall, pursuant to the methodologies provided herein, be increased to five (5) Directors at such time as the Corporation first has ten (10) or more Members. The size of the Board may only be increased or decreased by Super-Majority Consent of Members, provided, however, that in no event shall the size of the Board be less than three (3) or more than the greater of five (5) or fifty percent (50%) of the number of Members, and in no event shall the Board be comprised of an even number of Directors. In addition to the foregoing Directors, the Board shall include two observer seats. One of these seats shall be occupied by the individual serving as the Corporation’s President & Chief Executive Officer. The other shall be occupied by Paul Eldrenkamp, who shall have the right to this seat as long as any promissory note issued to him by the Corporation remains outstanding. Once the foregoing note has been paid in full, this seat shall expire. Individuals occupying observer seats shall have no voting or consent rights as a Director, but shall be entitled to all notices and other information provided at any time to the Board, and shall be entitled to attend and participate in all meetings of the Board, to the fullest extent as if such individual were a Director.



## **ARTICLE V. The Board of Directors (continued)**

B. The term of each Board Member shall be two (2) years, and no Board member shall be permitted to serve for more than two (2) consecutive two (2) year terms (for a total consecutive term of four (4) years). The Board shall be comprised of “Group 1 Board Members” and “Group 2 Board Members.” The initial Group 1 Board Members shall be Cadon Pricejones and Maria Washington, and the initial Group 2 Board Member shall be Josy Raycroft. If the size of the Board shall at any time be increased, as provided herein, the number of Group 1 Board Members and Group 2 Board Members shall be the same or as close to the same as possible. At the first Annual Meeting following the end of the first full fiscal year after the date hereof, the Group 1 Board Members shall stand for re-election. At the next Annual Meeting following the foregoing Annual Meeting, the Group 2 Board Members shall stand for re-election. At each subsequent Annual Meeting, election of Board members shall alternate each year between the Group 1 Board Members and Group 2 Board Members. Other than the foregoing voting procedures, there shall be no difference of any nature between Group 1 Board Members and Group 2 Board Members.

C. In the event that, at any Annual Meeting, the number of individuals nominated to run for the Board exceeds the number of open Director seats, then each Member shall be entitled to a number of votes equal to the number of open Director seats, and the individuals who have received the greatest number of votes shall be elected to serve as Directors. In the event that there is a tie with respect to the final open seat, there shall be an additional election (following the foregoing procedures), solely for such remaining seat.

### **Section 5.3 VACANCIES.**

Any vacancy on the Board shall be filled for a remainder of the term by Majority Member Consent.



## **ARTICLE V. The Board of Directors (continued)**

### **Section 5.4 REMOVAL.**

A Director may at any time be removed from office for Cause (as defined herein below) or without Cause by Majority Member Consent. A Director may at any time be removed for Cause by a majority of the Directors then in office. A Director may be removed for Cause only after reasonable notice and opportunity to be heard before the body proposing to remove the Director. As used in this section, the term “Cause” shall mean, with respect to any Director, such Director’s: (a) failure to attend at least 33% of all meetings of Directors during any twelve (12) month period; (b) failure to work productively and in good faith with the Corporation’s management; (c) disclosure of any confidential information of the Corporation; (d) involvement with any competitor of the Corporation in a manner that is, or could reasonable be construed to be, adverse to the interests of the Corporation; (e) use of any assets of the Corporation, without authorization, for his or her own personal gain; or (f) taking part in any illegal actions, whether in his or her capacity as a Director or otherwise.

### **Section 5.5 MEETINGS.**

Regular meetings of the Board may be held at such places and times as the Board may from time to time determine. Special meetings of the Board may be called at any time by the President & Chief Executive Officer, or by the Secretary at the request of a majority of the Directors.

### **Section 5.6 NOTICE OF MEETINGS.**

Notice of the time, place, and purposes of any meeting of the Board shall be given to each Director by an Officer or by one of the Directors calling the meeting. Notice shall be given to each Director in person or by telephone not less than 48 hours before the meeting, or by email sent to their last known email address at least 48 hours before the meeting. Notice need not be given to any Director if a written waiver of notice, executed by the Director before or after the meeting, is filed with the records of the meeting or to any Director who attends the meeting without protesting the lack of notice.





## **ARTICLE V. The Board of Directors (continued)**

### **Section 5.7 QUORUM.**

At any meeting of the Board, a quorum shall consist of: (i) all Directors, in the event that there are three (3) or less Directors in office at such time; or (ii) fifty percent (50%) of the Directors, in the event that there are four (4) or more Directors in office at such time. Directors may participate in a meeting of the Board by means of which all participants can hear each other at the same time, and such participation shall constitute presence at the meeting for purposes of voting and quorum requirements.

### **Section 5.8 ACTION AT A MEETING.**

The Chair shall preside at meetings of the Board. If a quorum is present, in the event that the Board is unable to come to a decision by consensus, the Directors present may take any action on behalf of the Board by majority vote of those Board members present at the meeting, unless a larger number is required by law, the Articles, or these Bylaws, and on a one vote per Director basis. Without limiting the generality of the foregoing, none of the following shall be permitted without approval of the Board, in compliance with the quorum and voting requirements provided above in this Section 5.8:

- A. the incurrence by the Corporation of any indebtedness for borrowed money (including any draw in excess of such amount under any existing or future revolving credit facility or line of credit) in excess of \$50,000;
- B. entry into any contract involving anticipated payments to or from the Corporation in excess of \$2,000,000 in the aggregate (it being acknowledged that the Board shall only be required to consent to the general terms of any applicable agreement, to the extent such agreement remains subject to negotiation, and the Board shall not be required to consent to the final, written form of the agreement); or
- C. any transaction or contract involving any Member or employee of the Corporation (other than ordinary course employment or similar agreements, and other than any such agreements as specified in Section 6.8 below).



## **ARTICLE V. The Board of Directors (continued)**

### **Section 5.9 ACTION BY CONSENT.**

Any action by the Board may be taken without a meeting if all Directors then in office consent to the action in writing and the written consents are filed with the records of the Corporation. Such consent shall be treated as a vote of the Board for all purposes.

### **Section 5.10 COMMITTEES.**

The Board may establish committees and may delegate thereto some or all of their powers except as prohibited by the law, the Articles, or these Bylaws. Except as the Board may otherwise determine, any such committee may make rules for the conduct of its business.

### **Section 5.11 APPEARANCE OF MEMBERS BEFORE BOARD.**

In the event that any Member has any suggestion regarding, or issue with respect to, the conduct of the company's business, which suggestion or issue has not been reasonably addressed after good faith discussions with an officer of the Corporation, the Board shall permit such Member to attend the next regular or special meeting of the Board for the purpose of presenting such suggestion or issue to the Board for consideration.



## ARTICLE VI.

### OFFICERS

#### **Section 6.1 ELECTED OFFICERS.**

The Officers of the Corporation shall be the Chair, Treasurer, Secretary, and such other Officers as the Board may determine from time to time. Except as otherwise provided by law, the Articles, or the Bylaws, the term of office of the Officers shall be one year. Except as otherwise provided herein (including Section 6.6 below, with respect to the CEO), officers shall be elected annually by the Board. The authority of any officer shall be subject to the requirements set forth in Section 6.8 below.

#### **Section 6.2 TENURE.**

Any Officer may resign by delivering to any Director their written resignation, effective upon receipt or at some later time specified.

#### **Section 6.3 REMOVAL.**

The Board may remove any Officers with or without cause. If an Officer is removed for cause, they are entitled to reasonable notice and an opportunity to be heard by the Board.

#### **Section 6.4 VACANCIES.**

If any office becomes vacant for any reason, the Board may elect a successor or successors, who shall hold office for the unexpired term.



## **ARTICLE VI. Officers (continued)**

### **Section 6.5 CHAIR.**

The Chair shall preside over all meetings of the Board and Members (except as otherwise provided herein), shall ensure that an agenda is prepared for each such meeting, and shall serve as supervisor and liaison to the President & Chief Executive Officer. The Chair shall have such other duties and powers as the Board shall determine from time to time.

### **Section 6.6 PRESIDENT AND CHIEF EXECUTIVE OFFICER.**

Subject to the supervision and direction of the Board, the CEO shall have administrative authority and responsibility for the operations of the Corporation and shall serve as the primary spokesperson for the Corporation. The initial CEO, and any successor thereto, shall be elected by Majority Member Consent.

### **Section 6.7 TREASURER.**

Subject to the supervision and direction of the Board, the Treasurer shall keep or cause to be kept accurate books of account for the Corporation, which shall be the property of the Corporation, shall prepare, or cause to be prepared, all budgets and financial plans and coordinate any loans taken out by the Corporation, subject to receipt of any Board and / or Member consents required herein.

### **Section 6.8 SECRETARY.**

The Secretary shall keep at their office or at the principal office of the Corporation those documents described in section 4 of Article I of these Bylaws and such other documents as the Board shall determine, and shall have such other duties and powers as determined by the Board. In the absence of the Secretary at a meeting, a temporary secretary designated by the person presiding at such meeting shall perform the duties of the Secretary. The Secretary shall manage logistics of, and communications regarding, all Board and Member meetings, facilitate orientation and training of new Directors and maintain, or cause to be maintained, all documents and records of the Corporation.



## **ARTICLE VI. Officers (continued)**

### **Section 6.9 REQUIRED OFFICER CONSENTS.**

Without limiting the generality of the foregoing provisions of this Article VI, the following items shall require the following consents:

A. Any arrangement whereby the Corporation will provide home improvement services to any company employee shall be approved by an officer of the Corporation (it being acknowledged that such officer shall only be required to consent to the general terms of any applicable agreement, to the extent such agreement remains subject to negotiation, and such officer shall not be required to consent to the final, written form of the agreement); and

B. Any loan made by the Corporation to any employee shall be approved by the head of the Corporation's human resources department (or, in the event that no individual holds such title, an officer with comparable responsibilities with respect to employee and human resources matters) plus one additional officer.



## ARTICLE VII.

### AMENDMENTS

#### Section 7.1 BY MEMBERS.

The Members shall have the power to make, amend, or repeal these Bylaws by Majority Member Consent, except as otherwise provided by law, the Articles, or these Bylaws.

A. The notice for such meeting must indicate that a change in the Bylaws was to be considered.

B. Notwithstanding the foregoing, for amendments to the following provisions, Super-Majority Member Consent shall be required:

- (1) the procedure for making, amending, or repealing the Bylaws;
- (2) the provisions for removal of Directors;
- (3) the provisions for election of Directors;
- (4) the provisions regarding the size of the Board;
- (5) the terms of Member eligibility; or
- (6) the provisions regarding Member or Director quorum of voting requirements.

#### Section 7.2 BY DIRECTORS.

The Board shall have the power to make, amend, or repeal these Bylaws by a vote of a majority of Directors, provided that:

A. The Board may not make, amend, or repeal any provision of these Bylaws of the type specified in Section 7.1(B) above.

B. Not later than the time of giving notice of the meeting of Shareholders next following the adoption, amendment, or repeal by the Board of any Bylaw provision, notice thereof stating the substance of such adoption, amendment, or repeal shall be given to all Shareholders.

C. Any amendment by voting of Members, in accordance with the Bylaws, shall be controlling in the event of an inconsistent amendment by the Board.

#### Section 7.3 INCONSISTENCY.

Any amendment by voting of Members, in accordance with the Bylaws, shall be controlling in the event of an inconsistent amendment by the Board.



## **ARTICLE VIII.**

### **OPERATING RULES**

#### **Section 8.1 OPERATING RULES.**

The Members or the Board may establish written rules, separate from these Bylaws. These Operating Rules may be added to, amended, or repealed at any meeting of the Members or the Board. The Operating Rules shall be binding on all Members and Directors, unless inconsistent with the law, the Articles, these Bylaws, shareholder agreements, or other applicable written agreements. The Secretary shall maintain a current copy of the Operating Rules, and a copy shall be available to any Member requesting a copy.

## **ARTICLE IX.**

### **RESERVED**



## **ARTICLE X.**

### **INDEMNIFICATION**

#### **Section 10.1 INDEMNIFICATION.**

The Corporation shall indemnify and hold harmless each person who serves or has served in the past as an Officer or Director of the Corporation, or in any capacity with respect to an employee benefit plan of the Corporation, against all liabilities and expenses incurred by him or her in connection with the defense or disposition of any action, suit, or other proceeding (whether civil or criminal) in which he or she may be involved, while in office or thereafter, by reason of having been such an Officer or Director; except with respect to any matter as to which he or she shall have been adjudicated not to have acted in good faith in the reasonable belief that his or her action was in the best interests of the Corporation, or with respect to any matter as to which he or she shall agree or be ordered by any court of competent jurisdiction to make payment to the Corporation. This indemnification shall be in addition to any other right which any such person may have or obtain and shall inure to the benefit of the heirs of any such person.

#### **Section 10.2 INSURANCE.**

The Corporation may purchase insurance to cover any liability or expense reasonably incurred by employees, Members, Officers, or Directors by reason of their having acted in such positions.





# ANNEX I

## DEFINED TERMS

The following terms are defined in the following sections:

Term Section

Annual Meeting 4.1

Articles 1.5

Board 5.1

Corporation 1.1

Director 5.1

Group 1 Board Members 5.2(B)

Group 2 Board Members 5.2(B)

Individual Capital Account 3.1(A)

Indivisible Reserve Account 3.1(B)

Indivisible Reserve Allocations 3.2(B)

Liquidation Date 3.3(D)

Membership Fee 2.4(C)(2)

Membership Shares 2.1

Special Meeting 4.3

Subchapter T 3.2(A)(1)

Subscription Agreement 2.1



## ANNEX 1 - DEFINED TERMS (continued)

As used in these Bylaws, the following terms shall have the following meanings:

(a) “Accounting Net Income” means the book net income for the fiscal year computed in accordance with Generally Accepted Accounting Principles (GAAP).

(b) “Ancillary Income” means that portion of Accounting Net Income resulting from transactions that do not facilitate the primary business of the Corporation and do not result from Member Patronage. Ancillary Income includes, but is not limited to, appreciation on any real property owned by the Corporation.

(c) “Majority Member Consent” means the consent of no less than fifty percent (50%) of all individuals who are Members as of the date of the applicable date of determination.

(d) “Non-Member Patronage Income” means that portion of Accounting Net Income resulting from the Patronage of non-members.

(e) “Patronage” means the total number of hours paid by the Corporation by Members and non-members during the fiscal year. Solely for the purposes of this definition, full-time exempt (salaried) employees shall be deemed to have been paid for 40 hours per week, and non-exempt (hourly) employees shall not be entitled to credit for in excess of 40 hours per week.

(f) “Patronage Dividend” means the positive amount of Patronage Income allocated to each Member in proportion to such Member’s Patronage relative to the aggregate Patronage of all Members during the fiscal year, and may consist of any combination of cash and Written Notices of Allocation.

(g) “Patronage Income” means that portion of Accounting Net Income resulting from the Patronage of Members, and is calculated by multiplying the Accounting Net Income (minus Ancillary Income and dividends on capital stock) by the ratio of Member Patronage to Patronage.

(h) “Super-Majority Member Consent” means the consent of no less than sixty six and two thirds percent (66 2/3%) of all individuals who are Members as of the date of the applicable date of determination.

(i) “Written Notice of Allocation” means the certificate issued to each Member specifying the amount, if any, of the Patronage Dividend allocated to the Member and retained by the Corporation