

**BYLAWS OF
EXECUTIVE FORUM OF THE LEHIGH VALLEY**

ADOPTED:

, 2021

**BYLAWS OF
EXECUTIVE FORUM OF THE LEHIGH VALLEY**

I. NAME OF ASSOCIATION

The name of this unincorporated nonprofit association is Executive Forum of the Lehigh Valley (the “**Association**”).

II. PURPOSES OF THE ASSOCIATION

2.01 Unincorporated Nonprofit Association; Purpose; Incidental Income.

(a) The Association is an unincorporated nonprofit association that shall operate under the rules promulgated by the Pennsylvania Uniform Unincorporated Nonprofit Association Law (“**Unincorporated Nonprofit Association Law**”). The Association shall be organized and operated exclusively for business league purposes within the meaning of Section 501(c)(6) of the Internal Revenue Code, as amended and including any corresponding or related sections of any future federal tax code (the “**Code**”). Subject to the limitations set forth in the Articles of Association of the Association (the “**Articles of Association**”), the purposes of this Association shall be to engage in any lawful activity, none of which is for profit, for which associations may be organized under Section 501(c)(6) of the Code. The Association's primary purpose is to provide a networking organization for business professionals to foster an environment where business executives and organizational leaders choose to associate for the express purpose of developing professional relationships, freely exchanging experiences and ideas, and promoting the improvement of the community in which the Association is located. The Association membership is a dedicated group of business owners, executives, and organizational leaders who share a commitment to the quality and success of each other and the community.

(b) In its operation the Association shall not: (a) intervene in or participate in any political campaign on behalf of (or in opposition to) any candidate for public office; or (b) permit any part of its net earnings to inure to the benefit of any private individual except that the Association shall be authorized to pay reasonable compensation for services rendered and to make payments in the furtherance of its exempt purposes. In addition, a substantial part of the Association's activities shall not consist of carrying on propaganda or otherwise attempting to influence legislation.

(c) Whenever the lawful activities of the Association involve, among other things, the charging of fees or prices for its services or products, it shall have the right to receive such income and, in so doing, may make an incidental profit. All such incidental profits shall be applied to the maintenance and operation of the lawful activities of the Association, and in no case shall be divided or distributed in any manner whatsoever among the Members, Managers or officers of the Association.

III. MEMBERSHIP

3.01 Requirements for Membership. Principal owners or members of senior management of noncompeting businesses and organizations may be admitted as Members of the Association. No person shall become a Member unless recommended for membership by the Membership Committee and approved by a majority of the members of the Board of Managers. Such approval may be denied for any reason deemed sufficient by the Board even though the applicant may meet the stated criteria for membership. Members are expected to act as ambassadors to the Association by attracting other members or presenters and to be involved with a committee of the Association.

3.02 Membership Categories. The Association shall have one (1) category of membership. Membership shall entitle the Member to vote on all matters put before the Members and to participate in all programs and events sponsored by the Association.

3.03 Dues. All Members shall pay annual dues in such amounts as shall be determined from time to time by resolution of the Board of Managers. Dues paid to the Association become the property of the Association, and any severable or individual interest of any Members terminates upon such payment.

3.04 Attendance Requirements; Alternates.

(a) Members must attend at least seventy-five percent (75%) of the regularly scheduled Association meetings each year. Members may be absent from a maximum of three (3) meetings in a six-month period. If a Member misses a fourth meeting in a six-month period, his or her membership may be terminated by the Board of Managers.

(b) An Alternate may attend an Association meeting in the absence of a Member. An Alternate shall be a representative of the Member's business or organization. If an Alternate attends a meeting in a Member's absence, the Member shall not be considered absent at such a meeting. The Alternate shall not be the sole attendee on behalf of a Member for a majority of the meetings in a year.

(c) An Alternate shall not be a Member of the Association solely by attending Association meetings. An Alternate shall not be entitled to vote on matters that are put before the Members of the Association unless the applicable Member complies with the proxy requirements of Section 3.08 below.

(d) An Alternate may attend Association meetings with a Member as long as the additional cost for the Alternate's attendance at the meeting is paid to the Treasurer.

(e) The President may authorize exceptions to this Section 3.04 in his or her sole discretion based on extenuating circumstances.

3.05 Membership Term. The membership year shall be twelve (12) calendar months. Membership shall automatically terminate for nonpayment of dues, terminating all rights and privileges in the Association.

3.06 Powers. The Members shall have the power to elect Managers and to vote on all other matters that properly come before the Members pursuant to these Bylaws, the Articles of Association and the Unincorporated Nonprofit Association Law.

3.07 Voting. Each Member shall be entitled to one (1) vote, in person, by ballot, by mail or proxy in accordance with Section 3.08. Unless otherwise required by these Bylaws, the manner of voting on any matter, including changes in the Bylaws, may be by voice vote, show of hands, or by ballot, as determined by the Members present, or by mail or electronic mail if determined by the Members and a means of voting is sent with notice of the question to be voted upon. At any time that there shall be a sole Member of the Association, the sole Member shall act by written statement of the action, which shall be filed with the Secretary.

3.08 Voting by Proxy. Any absent Member eligible to vote at any meeting of the Members may be represented as present and may vote at such meeting by a proxy authorized in writing by the Member or by his or her duly authorized attorney in fact. Such written authorization must specify the matter with respect to which the proxy is granted and the person entitled to vote, must be signed and dated by the Member granting the proxy, and must be filed with the Secretary of the Association. A proxy shall be revocable at will but the revocation shall not be effective until notice of the revocation has been given to the Secretary of the Association. A proxy shall not be revoked by the death or incapacity of the maker unless, before the vote is counted or the authority is exercised, written notice of such death or incapacity is given to the Secretary of the Association.

3.09 Unanimous Consent of Members in Lieu of a Meeting. Any action which may be taken at a meeting of Members may be taken without a meeting if a consent or consents in writing setting forth the action to be taken shall be signed by all of the Members and shall be filed with the Secretary of the Association.

3.10 Expulsion from Membership. Any Member may be expelled from Membership, with or without the assignment of any cause, upon a majority vote of all Members present at a duly convened meeting of the Members, provided that written notice of the intention to expel and reasons therefor have been provided in the notice of the meeting. No Member shall be expelled without having the opportunity to be heard at such meeting, but no formal hearing procedure need be followed.

3.11 Meetings of Members.

(a) Meetings of the Members shall be held at a place to be designated from time to time by the Board of Managers.

(b) Regular and annual meetings of the Members shall be held as determined by the Board of Managers.

(c) Special meetings of the Members may be called by the Members, President, Secretary or any Manager of the Association at such time and place as may be designated. At least five (5) days' written notice stating the time, place and purpose of any special meeting shall be given to the Members entitled to participate.

(d) A majority of all Members in good standing shall constitute a quorum for the transaction of nonprofit business, and the acts of a majority of the Members present at a duly convened meeting at which a quorum is present shall be the acts of the Members, unless a greater number is required by the Unincorporated Nonprofit Association Law, the Articles of Association, or these Bylaws.

IV. MANAGERS

4.01 Number of Managers; Qualifications.

(a) There shall be seven (7) Managers of the Association, including the officers described in Section 5.01, unless and until (1) such number is changed by amendment of these Bylaws; (2) the death, resignation or earlier removal of the Founder, at which time the Board position of Founder shall no longer exist and the number of Managers shall be reduced by one (1); or (3) if at any time there is a complete vacancy in the Board of Managers that cannot be filled pursuant to Section 4.05 below, in which case the Board of Managers shall operate with a lesser number of Managers.

(b) Any Member in good standing for a minimum of one (1) year is qualified to be a Manager.

(b) The Board of Managers shall consist of the President, Vice President, Secretary, and Treasurer of the Association, the Founder (defined below), the Past President (defined below), and the Member at Large (defined below).

(1) Founder. Kenneth T. MacKenzie shall hold the position of Founder. He shall serve as such until his death, resignation or earlier removal, at which time this Board position shall no longer exist and shall not be filled pursuant to Section 4.05.

(2) Past President. The most previous President of the Association shall hold the position of Past President and shall automatically become a Manager upon the expiration of his or her term as President.

(3) Member at Large. The Member at Large shall be a Member who is not an officer, the Founder, or Past President.

4.02 Election. Managers, other than the Founder (who is named above), and the Past President (who shall automatically become a Manager upon the expiration of his or her term as President) shall be elected by the Members present in person at the annual meeting of the Association following nomination for election by the Nominating Committee. Managers shall be eligible for reelection but may not serve more than two (2) consecutive two-year terms. A person

may run for reelection as a Manager after the expiration of two (2) years following the expiration of his or her second consecutive term.

(a) Nominating Committee. The President shall appoint a Nominating Committee which shall consist of three (3) Members who shall prepare a voting ballot after providing the Members with an opportunity to express to the Nominating Committee the Member's interest in being elected as a Manager. The voting ballot shall be sent via email to all of the Members entitled to vote thereon and posted to the "Members Only" section of the Association's website prior to the meeting at which the vote is scheduled to occur. The Nominating Committee shall be disbanded following the completion of the election process.

4.03 Terms of Office. Each Manager and officer shall be elected for a period of two (2) years, except for the Founder, who shall serve until his death, resignation, or earlier removal.

4.04 Removal. The entire Board of Managers, or any individual Manager, may be removed from office at any time, with or without the assignment of any cause, by the vote of a majority of the Managers in office, or of the Members of the Association, at a duly convened meeting of the Board or Members, as the case may be, provided that written notice of the intention to consider removal of such Manager has been included in the notice of the meeting. No Manager shall be removed without having the opportunity to be heard at such meeting (unless the action is taken by the Members), but no formal hearing procedure need be followed. If any or all Managers are so removed, new Managers may be elected at the same meeting, and they shall hold office for the remainder of the terms of the removed Managers. If new Managers are not elected at such meeting, the vacancy or vacancies created by the removal shall be filled as provided in Section 4.05 hereof.

4.05 Vacancies.

(a) Vacancies in the Board of Managers shall exist: (1) on the death, resignation or removal of any Manager (except the Founder); (2) whenever the number of Managers authorized by these Bylaws is increased by an amendment to these Bylaws; and (3) on failure of the Members in any election to elect the full number of Managers authorized.

(b) A majority of Members of the Association may elect a Manager at any time to fill a vacancy in the Board of Managers.

(c) Persons elected to fill vacancies shall hold office for the unexpired terms of their predecessors, or until their removal or resignation as provided in these Bylaws.

4.06 Powers. The business and affairs of the Association shall be managed by the Board of Managers, except as otherwise required by the Act, the Articles of Association, these Bylaws or a resolution duly adopted by the Board.

4.07 Duty of Care.

(a) The Managers of the Association shall manage the Association (1) in good faith; (2) in a manner the Manager reasonably believes to be in the best interests of the Association; and (3) with such care, including reasonable inquiry, as a prudent person would reasonably exercise in a similar position and under similar circumstances.

(b) A Manager may rely in good faith on any opinion, report, statement or other information provided by another person that the Manager reasonably believes is a competent and reliable source for the information.

(c) A Manager that makes a judgment in good faith satisfies the duty specified in this Section 4.07 if the Manager (1) is not interested, directly or indirectly, in the subject of the judgment and is otherwise able to exercise independent judgment; (2) is informed with respect to the subject of the judgment to the extent the Manager reasonably believes to be appropriate under the circumstances; and (3) believes that the judgment is in or not opposed to the best interests of the Association.

4.08 Duty of Loyalty; Conflicts of Interest. A Manager owes a fiduciary duty of loyalty to the Association with respect to the responsibilities of the Manager. After full disclosure of all material facts, a specific act or transaction that would otherwise violate the duty of loyalty by a Manager may be authorized or ratified by a majority of the Managers that are not interested directly or indirectly in the act or transaction.

4.09 Meetings.

(a) Meetings of the Board of Managers shall be held at a place to be designated from time to time by the Board of Managers.

(b) Regular meetings of the Board of Managers shall be held as determined by the Board of Managers.

(c) The annual meeting of the Board shall be held promptly after the annual meeting of the Members.

(d) Special meetings of the Board of Managers may be called by the Members, the President or by the Board at such time and place as may be designated. At least five (5) days' notice stating the time, place and purpose of any special meeting shall be given to the Managers and the Members.

(e) Any Manager may participate in a meeting of the Board or any committee thereof by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other.

4.10 Quorum. A majority of all Managers shall constitute a quorum for the transaction of business at any meeting, and the acts of a majority of the Managers present at a duly convened meeting at which a quorum is present shall be the acts of the Board, unless a greater number is required by the Act, the Articles of Association or these Bylaws.

4.11 Voting. Every Manager shall be entitled to one (1) vote.

4.12 Unanimous Consent of Managers in Lieu of Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by all of the Managers in office and shall be filed with the Secretary of the Association.

4.13 No Compensation; Expenses. Managers as such, shall not receive any stated salary for their services, but may be entitled to reimbursement of his or her reasonable expenses as determined from time to time by resolution of the Board of Managers. Provided, that nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving reasonable compensation therefore.

4.14 Action Requiring Member Approval. The Association shall make no purchase of real property nor sell, mortgage, lease or otherwise dispose of its real property, unless authorized by a vote of two-thirds (2/3) of the Managers and a majority of the Members.

V. OFFICERS

5.01 Election. Any Member in good standing for a minimum of one (1) year is qualified to be an officer. The officers shall be elected in the same manner set forth in Section 4.02 above for the election of Managers. The officers selected shall be a President, Vice President, Secretary and Treasurer.

5.02 Term of Office. All officers shall serve a term of two (2) years, or until their successor assumes the duties of office, whichever is later.

5.03 Members of the Board of Managers. All officers shall be voting members of the Board of Managers and will be counted as part of the seven (7) members of the Board of Managers.

5.04 Duties.

(a) President. The President shall serve as chair of the Board and shall preside at all meetings of the Board and of the Association; shall generally supervise the business of the Association; shall schedule all Board meetings; shall appoint committee chairs; shall execute documents on behalf of the Association; and shall perform all duties incident to his or her office and such other duties as may be required by law, the Articles of Association or these Bylaws, or which may be assigned from time to time by the Board of Managers.

(b) Vice President. The Vice President shall have such powers and perform such duties as the Board of Managers may prescribe or as the President may delegate; shall oversee the committees of the Association; and shall have other powers and perform other such duties as may be prescribed by law, the Articles of Association or these Bylaws. In the absence of the President, the Vice President shall perform the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions on, the President.

(c) Secretary. The Secretary shall assure that minutes are prepared and maintained for all meetings of the Board and the Members; shall assure that appropriate notice is given for all meetings of the Board and Members; shall supervise custody of the records of the Association; shall receive reports from Association committees; shall coordinate with the Marketing Committee to ensure that the Association website is current and accurate; shall maintain the attendance records of the Association; and shall perform such other duties as may be prescribed by the Board or by the President.

(d) Treasurer. The Treasurer shall assure that accurate accounts of the receipts and disbursements of the Nonprofit Corporation are maintained; shall cause financial reports to be provided to the Board and the Members as requested, but not less than once a year; and shall perform such other duties as may be prescribed by the Board or by the President.

5.05. Succession of Officers. In the event of an officer's death, resignation, disability or disqualification, other than the President's, the Board of Managers shall appoint a successor. The President shall automatically be succeeded by the Vice President.

VI. COMMITTEES

6.01 Establishment. The Board may establish one or more committees to consist of at least three (3) Members of the Association. Any such committee shall have no power to bind the Association and shall have only such other responsibilities and duties as may be delegated to them by the Board or the President.

6.02 Appointment to Committees. Unless otherwise determined by the Board or set out in these Bylaws, the President shall have the power to appoint and remove members and chairs of all committees.

6.03 Meetings; Reports. Committees shall meet at least quarterly and shall submit a copy of the meeting notes to the Vice President and Secretary prior to the next meeting of the Board.

6.04 Standing Committees. The following committees shall be the standing committees of the Association:

(a) Marketing Committee. The Marketing Committee shall:

(1) Manage all public communications and the Association's website and social media accounts;

(2) Be responsible for event and marketing promotion;

(3) Coordinate and manage special projects designated by the Board;
and

(4) Coordinate and define sponsorship to promote the Association and its Members.

(b) Events Committee. The Events Committee shall:

(1) Create each year's calendar;

(2) Schedule events, presentations and speakers;

(3) Manage meeting locations; and

(4) Organize two Association meetings a year to be reserved for special events dedicated to promoting the advancement of Association business and/or organizational effectiveness of the Association.

(c) Membership Committee. The Membership Committee shall:

(1) Manage membership attendance and concerns;

(2) Manage the new membership process;

(3) Manage membership approval and make final recommendations to the Board;

(4) Manage membership initiatives;

(5) Manage the organizational growth plan; and

(6) Coordinate and define the three-year membership goals.

(d) Long-Term Strategy Committee. The Long-Term Strategy Committee shall:

(1) Solicit input from the Board and create and update the Long-Term Strategy Plan each year.

(i) The Long-Term Strategy Committee chairperson shall act as parliamentarian for the Association. He or she shall manage these Bylaws and oversee and ensure compliance hereto.

VII. LIABILITY AND INDMENIFICATION

7.01 General Rule. A Manager shall not be personally liable, as a Manager, for monetary damages for any action taken, or any failure to take action, unless:

- (a) the Manager has breached or failed to perform the Manager's duties in accordance with the relevant provisions of the Unincorporated Nonprofit Association Law; and
- (b) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

Provided, however, that the foregoing provision shall not apply to (i) the responsibility or liability of a Manager under a criminal statute; or (ii) the liability of the Manager for the payment of taxes under Federal, State or local law.

7.02 Indemnification. The Association shall indemnify any Member, officer or Manager 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 civil, criminal, administrative or investigative, (and whether or not by, or in the right of, the Association) (a **"Proceeding"**) by reason of the fact that such person is or was a representative of the Association, or is or was serving at the request of the Association as a representative of another domestic or foreign corporation for-profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such Proceeding 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 Association and, with respect to any criminal proceeding, had no reason to believe such conduct was illegal, provided, however, that no person shall be entitled to indemnification pursuant to this Article in any instance in which the action or failure to take action giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness; and provided, further, however, in instances of a claim by or in the right of the Association, indemnification shall not be made under this Section in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the Association unless and only to the extent that the Court of Common Pleas of the judicial district embracing the county in which the registered office of the Association is located or the court in which the action was brought determines 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 that the Court of Common Pleas or other court shall deem proper.

7.03 Procedure. Unless ordered by a court, any indemnification under Section 7.02 or otherwise permitted by law shall be made by the Association only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because he or she has met the applicable standard of conduct set forth under that Section. Such determination shall be made:

- (a) by the Board of Managers by a majority vote of a quorum consisting of Managers who were not parties to the action or proceeding;
- (b) if such a quorum is not obtainable or if obtainable and a majority vote of a quorum of disinterested managers so directs, by independent legal counsel in a written opinion;
or
- (c) by the Members.

7.04 Advancement of Expenses. The Association shall advance expenses incurred by an officer or Manager who may be eligible for indemnification pursuant to this Article in defending a Proceeding unless such Proceeding is brought against the person by or in the right of the Association, and may advance such expenses in any case in which it decides indemnification may be appropriate, in advance of the final disposition of such Proceeding, upon receipt of an undertaking by or on behalf of such person to repay the amount so advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Association.

7.05 Continuing Right to Indemnification. The indemnification and advancement of expenses provided pursuant to this Article shall continue as to any person who has ceased to be an officer or Manager of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

7.06 Other Rights. This Article shall not be exclusive of any other right which the Association may have to indemnify any person as a matter of law. It is the policy of the Association that indemnification of, and advancement of expenses to, Members, officers and Managers of the Association shall be made to the fullest extent permitted by law. To this end, the provisions of this Article VII shall be deemed to have been amended for the benefit of Members, officers and Managers of the Association effective immediately upon any modification of the Unincorporated Nonprofit Association Law or any modification or adoption of any other law that expands or enlarges the power or obligation of unincorporated nonprofit associations organized under the Unincorporated Nonprofit Association Law to indemnify, or advance expenses to, Members, officers and Managers of the Association.

VIII. BOOKS, RECORDS, AND REPORTS

8.01 Funds and Disbursements. All monies paid to the Association shall be placed in a general operating fund, or in other special funds as approved by the Board of Managers. Each check or demand for money and note of the Association shall be signed by such officer or officers as the Board of Managers may from time to time designate.

8.02. Fiscal Year. The fiscal year for the Association shall begin on the first day of January and end on the last day of December.

8.03 Annual Report to Members. Each year, each Member may request a copy of the most recent annual financial report, and it shall promptly be sent to any Member who sends a written request for the report.

8.04 Inspection by Managers. Every Manager has an absolute right at any reasonable time to inspect all books, records and documents of any kind and the physical properties of the Association.

IX. NOTICE

9.01 Notice. Whenever written notice is required to be given to any person, it may be given to such person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or courier service, charges prepaid, or by facsimile transmission or email, to that person's address (or facsimile number or email address) appearing on the books of the Association, or in the case of Managers, supplied by that person to the Association for the purpose of notice. If the notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with the courier service for delivery to such person or, in the case of facsimile or email when dispatched. Such notice shall specify the place, day and hour of the meeting and any other information which may be required by the Unincorporated Nonprofit Association Law or these Bylaws, including, in the case of a special meeting of Members, the general nature of the business to be transacted.

9.02 Waiver of Notice. Any required notice may be waived by the written consent of the person entitled to such notice either before or after the time for giving of notice, and attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

9.03 Action by Email. Any action which may be done, or is required to be done, in writing under these Bylaws or the Unincorporated Nonprofit Association Law, including agreement to a unanimous written consent, shall be valid if sent and received by email.

X. DISSOLUTION

10.01 Dissolution. The Association shall be dissolved and its affairs wound up upon a majority vote of the Association's Members at a meeting of the Association. In the event of dissolution, property of the Association shall be distributed as follows:

- (a) all known debts and liabilities of the Association shall be paid or adequately provided for;
- (b) any property subject to a condition requiring return to the person designated by the donor shall be transferred to that person;
- (c) any property subject to a trust shall be distributed in accordance with the trust agreement;
- (d) any property committed to a charitable purpose shall be distributed in accordance with that purpose unless the Association obtains a court order under 20 Pa.C.S. Ch. 77 (relating to trusts) specifying the disposition of the property; and
- (e) any remaining property shall be distributed as directed by the Board of Managers to and among, in the following order of preference:

(i) first, to any organization(s) providing similar services within the geographical region served by the Association and which is/are organized and operated for exempt purposes similar to those of the Association;

(ii) second, to any organization(s) providing similar services anywhere in the United States and which is/are organized and operated for exempt purposes similar to those of the Association; and

(iii) if no such organizations exist, or are not then qualified distributees, or are unwilling or unable to accept the distribution, then the property and proceeds shall be distributed to a nonprofit organization chosen by the Board of Managers of the Association; provided, however, that any such recipient or recipients under (e)(i), (ii), or (iii) hereof shall at the time qualify as an exempt organization(s) under the Code or any corresponding future provision of the Code. Any such property and proceeds not disposed of in the foregoing manner shall be distributed first, to the federal government, or to a state or local government, for public purposes, and second, if any property or proceeds remain to be disposed of, said property or proceeds shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Association is then located, exclusively for such purposes or to such organization or organizations as said Court shall determine, that are organized and operated exclusively for exempt purposes.

XI. PRINCIPAL OFFICE

The principal office of the Association shall be located at 645 W. Hamilton Street, Suite 800, Allentown, PA 18101, or at such other place that may be designated by the Board of Managers.

XII. AMENDMENTS

These Bylaws may be amended or altered by a majority vote of the Members at any regular or special meeting following the proposal of such amendment or alteration by the Board or a Standing Committee and the second of such proposal by another Member, provided that notice for the meeting includes the proposals for amendments. Any proposed amendment or alteration shall be submitted to the membership, in writing, at least thirty (30) days before the meeting at which they are to be acted upon.

XIII. COUNTERPARTS

These Bylaws may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. If executed in multiple counterparts, these Bylaws shall become binding when any counterpart or counterparts, individually or taken together, bear the signatures of all of the parties.

[Remainder of page intentionally left blank. Signatures appear on following page]

ADOPTION

We, the undersigned, are all of the persons named as first Managers in the Articles of Association, and hereby consent to, and do, adopt the foregoing Bylaws, consisting of fourteen (14) pages, as the Bylaws of said Association.

Dated: _____, 2021.

Scott Gingold, Manager and Member

Denise Grothouse, Manager and Member

Jonathan Black, Manager and Member

Dawn Davis, Manager and Member

Kenneth T. MacKenzie, Manager and Member

Rob Baker, Manager and Member

Kristopher Rooney, Manager and Member

CERTIFICATION

I, Jonathan Black, hereby certify:

That I am the duly elected and acting Secretary of the Executive Forum of the Lehigh Valley, an unincorporated nonprofit association, and that the foregoing Bylaws, consisting of fourteen (14) pages, constitute the Bylaws of said Association as duly adopted on _____, 2021, by the unanimous written consent of the Managers named in the Articles of Association of this Association.

Dated: _____, 2021

Jonathan Black, Secretary