

RICHARD A. SCHAEFFER MEMORIAL FUND

A Pennsylvania Nonprofit Corporation

ADOPTED as of December 13, 2004
And Revised and Approved as of December 9, 2008

ARTICLE I

Offices and Fiscal Year

Section 1.1. Registered Office. The registered office of Richard A. Schaeffer Memorial Fund (the "Corporation") shall be located at 189 Valley Fields Drive, Pittsburgh, PA 15239 until otherwise established by an amendment of the Articles of Incorporation or by the board of directors of the Corporation (the "Board of Directors") and a record of the change is filed with the Department of State in the manner provided by law.

Section 1.2. Other Offices. The Corporation may have other offices at such other places within the Commonwealth of Pennsylvania as the Board of Directors may determine or the business of the Corporation may require.

Section 1.3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July in each year.

ARTICLE II

Purposes and Powers

Section 2.1. Statement of Purposes. The purpose for which the Corporation is organized is to engage in all lawful business for which corporations may be incorporated under the Nonprofit Corporation Law of 1988, as amended, 15 Pa.C.S. § 5101 et seq.; provided, however, that such purpose and business shall at all times be limited exclusively to those purposes that are "exempt purposes" with the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The Corporation is specifically not empowered to engage, other than as an insubstantial part of its activities, in any one or more activities which in themselves are not in furtherance of one or more "exempt purposes" within the meaning of Section 501(c)(3) of the Code. Without limiting the generality of the foregoing, the Corporation shall aid qualifying students and post-doctoral students in a scientific field, with preference given to the field of mass spectrometry and related technologies, with the means to

attend scientific symposia, aid youth in scouting activities, and promote academic excellence in science.

ARTICLE III

Board of Directors

Section 3.1. Powers and duties.

(a) Authority. There shall be no members of the Corporation. The Board of Directors appointed in accordance with the terms of this Article shall be vested with the authority to manage the business and affairs of the Corporation.

(b) Standard of Care and Justifiable Reliance. A director shall stand in a fiduciary relation to the Corporation. All duties of a director, including those of a member of any committee of the Board of Directors upon which a director may serve, shall be performed in good faith, in a manner the director reasonably believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing said duties, a director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data prepared or presented by any of the following:

(1) One or more officers or employees of the Corporation whom the director reasonably believes to be reliable and competent in the matters presented.

(2) Counsel, public accountants or other persons as to matters which the director reasonably believes to be within the professional or expert competence of such person.

(3) A duly designated committee of the Board of Directors, upon which the director does not serve, as to matters within its designated authority, which the director reasonably believes to merit confidence.

A director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause the director's reliance to be unwarranted.

Section 3.2. Personal Liability of Directors. Subject only to the limitations in 15 Pa. C.S. §5713(b), a director shall not be personally liable for monetary damages for any action taken, or any failure to take any action, unless:

(1) the director has breached or failed to perform the duties of his or her office under 15 Pa. C.S. Subchapter 57B; and

(2) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

Section 3.3. Number, Term of Office, Election, Removal and Resignation.

(a) Number. The number of directors of the Corporation shall consist of no less than nine (9) nor more than fifteen (15) persons, as may be determined from time to time by the Board of Directors.

(b) Term of Office. Each elected director shall hold office for a term of three (3) years, or until his or her earlier death, resignation or removal, with staggered terms of office.

(c) Nomination and Election. Directors shall be elected by the Corporation's Board of Directors at the Annual Meeting of the Corporation. The sitting Board shall serve as nominating committee, providing the Board with the slate of candidates no less than five (5) days prior to the Annual Meeting. For such a case where there are more candidates than open seats on the board, the candidates will be ranked by the number of votes received, with the seats on the Board successively filled by the candidates from the slate, with the candidates with the most votes seated first.

(d) Vacancies. Vacancies on the Board of Directors, including vacancies resulting from an increase in the number of directors, may be filled at any regular or special meeting by a majority vote of the remaining members of the Board, even if the remaining members of the Board of Directors constitute less than a quorum; provided, however that (i) there shall be no more than one nominee for each director position; and (ii) that no nominations shall be accepted from the floor. Each person so elected shall serve for the balance of the unexpired term for which he or she was elected and until a successor has been selected and qualified, or until his or her earlier death, resignation or removal.

(e) Removal. Directors may be removed from office with or without cause by a majority vote of the members of the Board of Directors eligible to vote.

(f) Resignation. Any director may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt by the Corporation or at such subsequent time as may be specified in the notice of resignation or pursuant to any written agreement.

Section 3.4. Place of Meetings. Meetings of the Board of Directors shall be held at such place within the Commonwealth of Pennsylvania as the Board of Directors may from time to time appoint or as may be designated in the notice of the meeting.

Section 3.5. Annual Meetings. An Annual Meeting of the Board of Directors shall be held each year during the month of June, or at such other time and at such place within the Commonwealth of Pennsylvania as may be designated by the Board of Directors.

Section 3.6. Special Meetings. Special Meetings of the Board of Directors may be called by the President or two-thirds of the directors then in office, and shall be held at such time

and place within the Commonwealth of Pennsylvania as shall be designated in the notice of the meeting.

Section 3.7. Action Without a Meeting. Any action which may be taken at a meeting of the Board of Directors 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 directors in office and shall be filed with the Secretary of the Corporation.

Section 3.8. Use of Conference Telephone and Similar Equipment. One or more persons may participate in a meeting of the Board of Directors by means of conference telephone or similar communications equipment, which enable all persons participating in the meeting to hear each other. All directors participating as provided in this Section 3.8 shall be deemed present in person at the meeting.

Section 3.9. Quorum. A majority of the directors in office shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors.

Section 3.10. Interested Directors or Officers; Quorum.

(a) General Rule. In accordance with Section 5728 of the Nonprofit Corporation Law of 1988, as amended, no contract or transaction between the Corporation and one or more of its directors or officers or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, have a financial interest, shall be void or voidable solely for such reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors which authorizes the contract or transaction, or solely because his, her or their votes are counted for such purpose, if:

(1) the material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors and the Board of Directors in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors even though the disinterested directors are less than a quorum; or

(2) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors.

(b) Determining a Quorum. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors which authorizes a contract or transaction specified in subsection (a) of this Section 3.10.

ARTICLE IV

Notice - Waivers - Meetings Generally

Section 4.1. Manner of Giving Notice. Whenever written notice is required to be given to any person by statute or these Bylaws, it may be given personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), or by telex (with answer back received), or courier service, charges prepaid, by facsimile transmission (with confirmation of receipt), or by email, to his or her address or to the address supplied to the Corporation for the purpose of notice. If the notice is sent by mail, telegram 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 a telegraph office or courier service for delivery. In the case of telex or facsimile transmission, notice shall be deemed given when answer back or confirmation of receipt is received by the sender.

Section 4.2. Notice of Meetings of Board of Directors. Notice of every meeting of the Board of Directors shall be given to each director of record at least twenty-four (24) hours prior to the meeting if such notice is provided in person or by telegram, courier service, telex, email, or by facsimile unless a greater notice period is required under the Nonprofit Corporation Law of 1988, as amended. Notice of every meeting of the Board of Directors shall be given to each director of record at least five (5) days before the time at which the meeting is to be held, if such notice is given by first class mail or express mail unless a greater notice period is required under the Nonprofit Corporation Law of 1988, as amended. Every notice shall state the time and place of the meeting and in the case of a Special Meeting, the notice shall specify the general nature of the business to be transacted.

Section 4.3. Waiver of Notice.

(a) Written Waiver. Whenever written notice is required to be given by statute, the Articles of Incorporation or the Bylaws, a waiver thereof in writing, signed by the person entitled to the notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of the notice. Neither business to be transacted at the meeting nor the purpose of a meeting need be specified in the waiver of notice.

(b) Waiver by Attendance. Attendance by a person at any meeting shall constitute a waiver of notice of the meeting, except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

Section 4.4. Modification of Proposal Contained in Notice. Whenever the language of a proposed resolution is included in a written notice of a meeting, that is required to be given under the Nonprofit Corporation Law of 1988, as amended, the Articles of Incorporation or Bylaws, subject to the quorum and voting requirements contained herein, the directors of the Corporation attending the meeting considering the resolution may, without further notice, adopt it with such clarifying or other amendments as do not enlarge its original purpose.

ARTICLE V

Officers

Section 5.1 Number, Qualifications and Designations. The officers of the Corporation shall consist of a President, a Secretary and a Treasurer, and such other officers or assistant officers, including such Vice Presidents, Assistant Secretaries or Assistant Treasurers, as the Board of Directors may from time to time determine. The President and Secretary shall be natural persons of not less than twenty-one (21) years of age. The Treasurer may be a corporation, but, if a natural person, shall be of not less than twenty-one (21) years of age. The officers need not be directors. Any number of offices may be held by the same person.

Section 5.2 Election and Term. The officers shall be appointed by the Board of Directors for a term of three (3) years or until their earlier death, resignation or removal, with staggered terms of office.

Section 5.3 Standard of Care. An officer shall perform his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. An officer who so performs his or her duties shall not be liable by reason of having been an officer of the Corporation.

Section 5.4 Resignations. Any officer may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt by the Corporation or at such subsequent time as may be specified in the notice of resignation or pursuant to any written agreement.

Section 5.5 Removal of Officers. Any officer may be removed by at any time with or without cause by the Board, but such removal shall be without prejudice to the contract rights of any person so removed. Election or appointment of an officer shall not of itself create contract rights.

Section 5.6 President. The President shall preside over all meetings of the Board of Directors and shall be an ex-officio non-voting member of all committees (unless designated by the Board of Directors to be a voting member of any committee). The President shall have the usual duties of a chief executive officer with general supervision over and direction of the Corporation's affairs except to the extent that the responsibility for managing the operations of the Corporation are delegated by resolution of the Board of Directors or by these Bylaws to other officers of the Corporation. In the event that the President is not able to perform his or her duties for a given meeting, the Secretary shall serve as Acting President for that meeting. In the event of the death, resignation or removal of the President, the Secretary shall serve as Acting President until a new President is appointed.

Section 5.7 Vice Presidents. In the absence of the President, or in the event of the President's inability to act, the Vice President (or in the event there is more than one Vice President, the Vice Presidents, in order of their rank as fixed by the Board of Directors) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 5.8 Secretary. Unless otherwise determined by the Board of Directors, the Secretary or his or her designee shall keep the minutes of all meetings of the Board of Directors and all committees in books provided for that purpose, and shall attend to the giving and serving of all notices for the Corporation. The Secretary shall perform all other duties ordinarily incident to the office of Secretary and shall have such other powers and perform such other duties as may be assigned by the Board of Directors. The Secretary shall approve and sign all minutes.

Section 5.9 Treasurer. Unless otherwise determined by the Board of Directors, the Treasurer shall have the custody of the corporate funds and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Corporation, shall file required state and federal income tax forms and other governmental regulation forms, and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the Board of Directors. The Treasurer shall coordinate an annual audit of the Corporation's books and records that is to be performed by an auditor selected by the Corporation's Board. The results of such audit shall be presented to the Board of Directors on an annual basis at a meeting determined by the Board of Directors.

Section 5.10 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause, shall be filled by the Board of Directors.

Section 5.11 Delegation of Duties. The Board of Directors may delegate the powers or duties of any officer of the Corporation to any other officers or to any director from time to time.

Section 5.12. Bonds. The Board may, in its discretion, require any officer, at the expense of the Corporation, to give bond in such amount and with such surety or sureties as may be satisfactory to the Board for the faithful discharge of the duties of the office and for the restoration to the Corporation in case of death, resignation, retirement or removal from office of such officer, of all books, papers, vouchers, money and other property of whatever kind belonging to the Corporation and in the possession or under the control of such officer.

ARTICLE VI

Committees

Section 6.1. Establishment and Powers.

(a) Committees of the Board of Directors. The Board of Directors may, by resolution adopted by a majority of the directors in office, establish one (1) or more committees consisting of one (1) or more directors of the Corporation unless otherwise provided for in these Bylaws of the Corporation. The Board of Directors shall have the power to appoint the members of each committee and a committee chair for each committee. The Board of Directors may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of such committee.

(b) Powers. Any committee, to the extent provided by resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors, except that a committee shall not have any power or authority as to the following:

- (1) the creation or filling of vacancies in the Board of Directors;
- (2) the adoption, amendment or repeal of the Articles of Incorporation or these Bylaws;
- (3) the amendment or repeal of any resolution of Board of Directors; or
- (4) action on matters committed by the Bylaws or resolution of the Board of Directors to another committee of the Board of Directors.

(c) Term. Each committee of the Board of Directors shall serve at the pleasure of the Board of Directors.

(d) Committee Procedures. The term “Board of Directors” or “Board”, when used in any provision of these Bylaws relating to the organization, quorum or procedures for taking action by the Board of Directors, shall be construed to include and refer to any committee of the Board of Directors.

ARTICLE VII

Indemnification of Directors, Officers and Other Authorized Representatives

Section 7.1. Scope of Indemnification.

(a) General Rule. The Corporation shall indemnify an “Indemnified Representative” against any “Liability” incurred in connection with any “Proceeding” in which the Indemnified Representative may be involved, as a party or otherwise by reason of the fact that such person is or was serving in an “Indemnifiable Capacity” (as such terms are defined below), including without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

(1) where the indemnification is expressly prohibited by applicable law;

(2) where the conduct of the Indemnified Representative has been finally determined pursuant to Section 7.6 or otherwise:

(A) to constitute willful misconduct or recklessness within the meaning of 15 Pa.C.S. §5746(b) or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or

(B) to be based upon or attributable to the receipt by the Indemnified Representative from the Corporation of a personal benefit to which the Indemnified Representative is not legally entitled; or

(3) to the extent the indemnification has been finally determined in a final adjudication pursuant to Section 7.6 to be otherwise unlawful.

(b) Partial Payment. If an Indemnified Representative is entitled to indemnification in respect of a portion, but not all, of any Liabilities to which such person may be subject, the Corporation shall indemnify the Indemnified Representative to the maximum extent for such portion of such Liabilities.

(c) Presumption. The termination of a Proceeding by judgment, order, settlement or conviction or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the Indemnified Representative is not entitled to indemnification.

(d) Definitions. For purposes of this Article:

(1) "Indemnifiable Capacity" means any and all past, present and future service by an Indemnified Representative in one or more capacities as a director, officer, employee or agent of the Corporation, or, at the request of the Corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;

(2) "Indemnified Representative" means any and all directors and officers of the Corporation and any other person designated as an Indemnified Representative by the Board of Directors (which may, but need not, include any person serving at the request of the Corporation, as a director, officer, employee, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise);

(3) "Liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense, of any nature (including, without limitation, attorneys' fees and disbursements); and

(4) "Proceeding" means any threatened, pending or completed action, suit, appeal or other Proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Corporation, a class of its security holders or otherwise.

Section 7.2. Proceedings Initiated By Indemnified Representatives. Notwithstanding any other provision of this Article, the Corporation shall not indemnify under this Article an Indemnified Representative for any Liability incurred in a Proceeding initiated (which shall not be deemed to include counter-claims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless the initiation of or participation in the Proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the Board of Directors in office. This section shall not apply to reimbursement of expenses incurred in successfully prosecuting or defending an arbitration under Section 7.6 or otherwise successfully prosecuting or defending the rights of an Indemnified Representative granted by or pursuant to this Article.

Section 7.3. Advancing Expenses. The Corporation shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an Indemnified Representative in advance of the final disposition of a Proceeding described in Section 7.1 or the initiation of or participation in which is authorized pursuant to Section 7.2 upon receipt of an undertaking (e.g., an agreement) by or on behalf of the Indemnified Representative to repay the amount if it is ultimately determined pursuant to Section 7.6 that such person is not entitled to be indemnified by the Corporation pursuant to this Article. The financial ability of an Indemnified Representative to repay an advance shall not be a prerequisite to the making of the advance.

Section 7.4. Securing of Indemnification Obligations. To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Corporation may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Corporation, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate. Absent fraud, the determination of the Board of Directors with respect to such amounts, costs, terms and conditions shall be conclusive against all security holders, officers and directors and shall not be subject to voidability.

Section 7.5. Payment of Indemnification. An Indemnified Representative shall be entitled to indemnification within thirty (30) days after a written request for indemnification has been delivered to the Secretary of the Corporation.

Section 7.6. Arbitration.

(a) General Rule. Any dispute related to the right to indemnification, contribution or advancement of expenses as provided under this Article shall be decided only by arbitration in the metropolitan area in which the registered office of the Corporation is located at

the time, in accordance with the commercial arbitration rules then in effect of the American Arbitration Association, before a panel of three (3) arbitrators, one of whom shall be selected by the Corporation, the second of whom shall be selected by the Indemnified Representative and the third of whom shall be selected by the other two (2) arbitrators. In the absence of the American Arbitration Association, or if for any reason arbitration under the arbitration rules of the American Arbitration Association cannot be initiated, or if one of the parties fails or refuses to select an arbitrator or if the arbitrators selected by the Corporation and the Indemnified Representative cannot agree on the selection of the third arbitrator within thirty (30) days after such time as the Corporation and the Indemnified Representative have each been notified of the selection of the other's arbitrator, the necessary arbitrator or arbitrators shall be selected by the presiding judge of the court of general jurisdiction in such metropolitan area.

(b) Burden of Proof. The party or parties challenging the right of an Indemnified Representative to the benefits of this Article shall have the burden of proof.

(c) Expenses. The Corporation shall reimburse an Indemnified Representative for the expenses (including attorneys' fees and disbursements) incurred in successfully prosecuting or defending such arbitration.

(d) Effect. Any award entered by the arbitrators shall be final, binding and nonappealable and judgment may be entered thereon by any party in accordance with applicable law in any court of competent jurisdiction, except that the Corporation shall be entitled to interpose as a defense in any such judicial enforcement proceeding any prior final judicial determination adverse to the Indemnified Representative under Section 7.1(a)(2) in a proceeding not directly involving indemnification under this Article. This arbitration provision shall be specifically enforceable.

Section 7.7 Contribution. If the indemnification provided for in this Article or otherwise is unavailable for any reason in respect of any Liability or portion thereof, the Corporation shall contribute to the Liabilities to which the Indemnified Representative may be subject in such proportion as is appropriate to reflect the intent of this Article or otherwise.

Section 7.8. Mandatory Indemnification of Directors, Officers, etc. To the extent that an Indemnified Representative of the Corporation has been successful on the merits or otherwise in defense of any action or proceeding referred to in 15 Pa.C.S. §§ 5741 or 5742 or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such person in connection therewith.

Section 7.9. Contract Rights; Amendment or Repeal. All rights under this Article shall be deemed a contract between the Corporation and the Indemnified Representative pursuant to which the Corporation and each Indemnified Representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

Section 7.10. Scope of Article. The rights granted by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement, vote of member or disinterested directors or otherwise both as to action in an Indemnifiable Capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be an Indemnified Representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

Section 7.11. Reliance on Provisions. Each person who shall act as an Indemnified Representative of the Corporation shall be deemed to be doing so in reliance upon the rights provided by this Article.

Section 7.12. Interpretation. The provisions of this Article are intended to comply with the bylaws authorized by 15 Pa. C.S. §5746.

ARTICLE VIII

Conduct of Meetings

Where not inconsistent with the Bylaws and Articles of Incorporation, Roberts Rules of Order will govern.

ARTICLE IX

Amendments

These Bylaws may be amended or repealed and new Bylaws may be adopted at any regular or special meeting of the Board of Directors; provided that two-thirds (2/3) of the directors then in office vote in the affirmative, and provided further that the directors have been given five (5) days' written notice of the proposed action and the form and substance of the amendment.

ARTICLE XI

Operations as an Exempt Organization

The Corporation has been organized as an independent non-profit institution and shall be operated exclusively for charitable, educational and scientific purposes. The Corporation shall not enter into any agreement, nor shall its directors or officers adopt any resolution or bylaw, take any action or carry on any activity by or on behalf of the Corporation, not permitted to be entered into, taken or carried on by (a) an organization that is described in Section 501(c)(3) of the Code, (b) an organization, contributions to which are deductible under Section 170(c)(2) of

the Code, and (c) an organization subject to the Solicitations of Charitable Funds Act, 1963, Aug. 9, P.L. 628, Section 1, as amended.

No part of the net earnings of the Corporation shall inure to the benefit of its directors, officers, or other private persons, except that the Board of Directors shall be authorized and empowered to pay reasonable compensation for services rendered and make payments and distributions in furtherance of the purposes set forth in Article II, hereof.

The Corporation is not intended to, and in no event shall, devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; and, in addition, the Corporation shall neither contact, nor urge the public to contact, members of any legislative body for the purpose of proposing, supporting, or opposing legislation; nor advocate the adoption or rejection of legislation.

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute for one or more exempt purpose all of the remaining assets of the Corporation to an entity or organization which at the time is exempt from Federal income tax as an organization described in Sections 501(c) (3) or 509 (a) (1) or (2) of the Code in such amounts as may be determined by Board. Any such assets not so dispersed of shall be disposed of by the Court of Common Pleas of the County in which the principal office of the Corporation is then located; subject to the restriction that such assets are distributed to an organization (or organizations) that is organized and operated for the exclusive purposes of that of the Corporation.

The undersigned Secretary of the Corporation hereby certifies that the above Bylaws have been duly approved and have been filed with the minutes of the Corporation.

Secretary