

**BYLAWS
OF
RHODE ISLAND REGIONAL SQUADRON, SAMPSON AIR
FORCE BASE VETERANS ASSOCIATION, INC.**

1. NAME

1.1 The name of the Association shall be the RHODE ISLAND REGIONAL SQUADRON, SAMPSON AIR FORCE BASE VETERANS ASSOCIATION, INC., herein referred to as the 'Association'.

2. PURPOSES, POWERS AND NON-PROFIT STATUS

2.1 Purpose. Rhode Island Regional Squadron, Sampson Air Force Base Veterans Association, Inc. (the "Association"), consistent with the Articles of Incorporation filed with the Rhode Island Secretary of State on September 1, 2011, is organized exclusively for educational and charitable purposes under Section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future Federal tax code, and specifically:

- (i) To advance educational opportunities regarding the Air Force and the men and women who served and are serving in the Air Force through speaking engagements and presentations;
- (ii) To establish, erect and maintain a memorial to the people who served in the United States Air Force at the Rhode Island Veterans Cemetery;
- (iii) To preserve and strengthen the spirit of comradeship among its members;
- (iv) To promote patriotism and encourage the demonstration of respect and honor to those who have contributed to the building, preservation, and defense of the United States, its institutions and ideals;
- (v) To perpetuate the memory and history of our dead who served in the armed forces of the United States;
- (vi) To perpetuate the memory and history of the former Sampson Air Force Base in Romulus, NY and the people who served and were trained there;
- (vii) To maintain and extend the institutions of American freedom and encourage loyalty to our country's laws and Constitution;

- (viii) To carry out any other acts incidental to or connected with the foregoing purposes or advancement thereof, but not for the pecuniary profit or financial gain of its members, directors, or officers; and
- (ix) to do any and all other acts or things that may be necessary, appropriate, proper, advisable, incidental to or convenient for the furtherance and accomplishment of the services and acts described in this Section 2.1.

These Bylaws (“Bylaws”), the powers of the Association and of its directors, officers and members, and all matters concerning the conduct and regulation of the business of the Association shall be subject to such provisions in regard thereto, if any, as are provided by law or set forth in the Articles of Incorporation. All references herein to the Articles of Incorporation shall be construed to mean the Articles of Incorporation of the Association, as from time to time amended.

2.2 Powers. The Association shall have all the powers enumerated in and granted by the Rhode Island Non-Profit Corporation Act, as from time to time amended (the “Non-Profit Corporation Act”), provided, however, the Association shall exercise its powers only in furtherance of exempt purposes as such terms are defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations from time to time promulgated thereunder (the “Treasury Regulations”).

2.3 Non-Profit Status. The Association is not organized for profit and no part of the net earnings of the Association shall inure to the benefit of or be distributable to any member, director, or officer of the Association or any other person, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered to and for it and to make payments and distributions in furtherance of the purposes set forth in the Articles of Incorporation. In the event of any liquidation and dissolution of the Association, no member, director or officer shall be entitled to any distribution or division of the Association’s property or the proceeds thereof, and upon such liquidation, the Board of Directors of the Association, after the payment and discharge of or provision for all its debts and obligations, shall distribute all of the assets of the Association for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code or any corresponding section of any future Federal tax code, or shall distribute such assets to the federal government or to a state or local government for a public purpose, all in accordance with the terms of Section 15 hereof.

2.4 Non-Discrimination: The Association will not discriminate against any individual on the basis of economic or social status, race, color, religion, age, sex, sexual orientation or origin.

3. OFFICES

3.1 Location of Office. The Association shall have its principal office in Washington County, Rhode Island and may have such other offices at such places within and outside the State of Rhode Island as may from time to time be determined by the Board of Directors.

3.2 Territorial Limits/ Boundaries: The primary geographic market areas served by the Association shall be the State of Rhode Island.

4. MEMBERSHIP

4.1 Classes of Membership:. The Association shall have classes of membership. The designation of the manner of election or appointment, and the qualifications and rights of the Members shall be as set forth in these Bylaws.

- (i) "Active Membership" will be granted to individuals who, as honorably discharged members of the United States Armed Forces, were assigned, attached, or affiliated with Sampson Air Force Base during its period of operations, 12 November 1950 and 30 October 1956 and other Individuals who, as honorably discharged members of the United States Armed Forces are duly approved for membership in accordance with the provisions of these Bylaws. Active members are voting members.
- (ii) "Hereditary Membership" will be conferred upon application to the organization from adult offspring and widows/widowers of individuals who qualify as active members of this Association. Hereditary members are non-voting members as long as their hereditary tie to the membership is an active member, voting privileges for hereditary members shall commence upon the demise or incapacitation of the active member.
- (iii) "Associate Membership" will be granted, upon application to individuals, associations or firms who actively contribute to the goals of the Association. Associate members are not voting members.
- (iv) "Life Membership" will be granted to previously accepted Active, Hereditary or Associate members upon payment of the life membership fee. Their voting privileges shall be as defined above as their membership classification stipulates.
- (v) "Honorary Membership" is awarded to a person who has, through meritorious service, gained the respect of the Association. Honorary members will be voting members only if they would qualify as Active or Hereditary successor members.

4.2 Application for Membership

- (i) Application for membership shall meet the requirements stated in Section 4.1, above.
- (ii) Member applicants shall be approved as members of the Association when the Membership Committee chairperson certifies the application as accurate. These applications are subject to review by the Board of Directors at their next scheduled meeting.

4.3 Removal from Membership.

- (i) A Member may resign his or her membership in the Association by giving written notice thereof to the Secretary of the Association.
- (ii) Upon the death of an Active member, their membership shall be transferred to their spouse as a Hereditary membership for 180 days if that person does not already hold a separate membership. The recipient may then renew the membership, if it is an annual membership, under the normal renewal procedures. If, as an annual membership, it is not renewed by the end of the 180 day period, the member will be removed from the roll of active members of the Association.
- (III) The Board of Directors, by a two-thirds vote of all members of the Board, may expel a member for any act prejudicial to the character and interests of the Association or for acts contrary to the Bylaws or policies of the Association. Any member proposed for expulsion shall be given a minimum of thirty (30) days advance written notice, by registered or certified mail, of the time and place of the Board meeting at which the expulsion will be considered and the reason expulsion is proposed. The member will be allowed to appear in person, or be represented by proxy, and submit a statement to the board at that meeting prior to their vote.

4.4 Membership Fees and Period

- (i) The Board of Directors will determine the annual and Life membership fees.
- (ii) Fees will be paid in advance of the membership period and will be prorated in the first year of membership.
- (III) Annual memberships are for a period of (12) months starting January 1 of each fiscal year.

4.5 Place of Meeting. All annual and special meetings of the Members will be held at such time and place as will be stated in the notice of the meeting.

4.6 Annual Meetings. An annual meeting of the Members will be held during the month of January of each year beginning at a time to be determined by the Board of Directors. At each annual meeting, the Members will:

- (i) elect of the members of the Board of Directors based on nominations made by the Nominating Committee and, if applicable, by any group of Members constituting more than 50% of the total number of Members of the Association; and
- (ii) consider and vote on any other matter presented at such meeting by the Board of Directors, including, without limitation, any of the matters described in Section 5.10(b) hereof.

- (iii) In the event of the failure to hold an annual meeting at any time or for any cause, any and all business which might have been transacted at that annual meeting may be transacted at the next succeeding meeting, whether special or annual.

4.7 Special Meeting. A special meeting of the Members, for any purpose or purposes, may be called by the Commander of the Association or by the Board of Directors, and shall be called by the Commander of the Association upon request of a majority of the Members.

4.8 Notice of Meetings. Written notice of each annual or special meeting stating the place, day and hour of the meeting will be given by or at the direction of the Commander via personal delivery, US Mail, E-Mail or other electronic communication by the Secretary, or the person or persons calling the meeting pursuant to the terms hereof, to each Member entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the meeting.

4.9 Quorum.

- (i) The quorum for annual and special meetings of the Members shall be a number of Members equal to at least Fifty-one Percent (51%) of all of the Members of the Association present at the meeting. For this purpose, Proxies shall be considered to represent members present at the meeting.
- (II) If a quorum is not present or represented at any such meeting, the Members entitled to vote thereat, present in person or represented by proxy, will have power to adjourn the meeting from time to time until a quorum is present or represented. At such adjourned meeting at which a quorum will be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. If adjournment is for more than thirty (30) days, a notice of the adjourned meeting will be given to each Individual Member entitled to vote at the meeting in the manner set forth above in Section 4.8, *Notice of Meetings*.
- (III) If the adjournment is for thirty (30) days or less, the only required notice is announcement at the meeting when held. When a quorum is present at any meeting, the vote of the holders of a majority of the votes entitled to be cast and present in person or represented by proxy at such meeting will decide any question brought before such meeting, unless the vote of a greater number is required by law, the Articles of Incorporation or these Bylaws.
- (IV) The removal of any member of the Board of Directors and the dissolution of the Association shall each require the affirmative vote of at least 67% of the Members present at a meeting, in person or by proxy, at which the appropriate quorum is present.

4.10 Voting.

- (iii) Each Member may cast one (1) vote in any matter coming before the Members for a vote. A Member shall not be entitled to cast more than one vote due to the fact that such Member holds multiple positions within the Association.
- (iv) The following matters, actions and decisions must be approved by a vote (or by written consent effected in accordance with Section 4.12 hereof) of the Members:
 - (a) The removal of any member of the Board of Directors,
 - (b) Any amendments or modifications to the Articles of Incorporation or the Bylaws of the Association;
 - (c) Any amendments or modifications to the rules and regulations of the Association;
 - (d) The election of the members of the Board of Directors, Approval of the Association's annual operating budget; and
 - (e) Any other matter presented to the Members by the Board of Directors for the Members' approval.

All other matters, actions and decisions of the Association shall be considered, determined, taken and approved by the Board of Directors in its sole and absolute discretion.

4.11 Proxies. Every Member entitled to vote at a meeting or to express consent without a meeting may authorize another person or persons to act for him or her by proxy, executed in writing by such Member or by his or her duly authorized attorney-in-fact. No proxy will be valid after two months from the date of its execution, unless otherwise provided in the proxy. Notwithstanding anything to the contrary set forth herein, no member of the Board of Directors or officer of the Association may authorize another person or persons to act for him or her in such capacity by proxy.

4.12 Consent Votes. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the minimum number of Members required to approve such action if such action were presented and voted on at the immediately preceding meeting of the Members.

5. DIRECTORS AND OFFICERS

5.1 Director Powers. The property, affairs and business of the Association shall be managed by the Board of Directors of the Association (the "Board of Directors" or the "Board"; the members of the Board shall be referred to herein collectively as the "Directors" and individually as a "Director") and the Board of Directors shall have, and may exercise, all of the powers of the Association, subject to the terms of Section 4.10 hereof. Without limiting the generality of the foregoing, the Board of Directors shall manage the property, affairs and business of the Association. The Board of Directors shall have, and may exercise all of the powers of the Association, except such as are conferred by these Bylaws upon the Members. The Board of Directors shall:

- (i) set the policies and goals for the Association;

- (ii) Have prepared a written record of all proceedings of the Board of Directors which minutes shall be retained by the Secretary.
- (iii) Cause the annual budget of the Association to be prepared by the Treasurer;
- (iv) Effect all material transactions involving the Association and/or the properties and assets thereof;
- (v) Consider, approve and authorize the Commander to enter into any agreements, contracts or other instruments on behalf of the Association, including, without limitation, loan agreements, collaterally assign and pledge Association assets as security for any such loans, and effect any filings on behalf of the Association; and
- (vi) Exercise such other powers as are necessary and appropriate for a board of directors of a not-for-profit Association.

5.2 Number. The Board of Directors shall be composed of five members, four of whom shall be designated, voted by the membership and act as Officers; the Association Squadron Commander (President), the Association Squadron Vice-Commander (Vice-President), the Secretary and, the Treasurer. Members of the Board shall be members in good standing who are qualified to cast a vote.

5.3 Composition and Term. The affairs of the Association shall be managed by the Board of Directors, subject to the instructions of the members as expressed by a vote of the membership.

- (i) Directors shall be elected by the Members based on nominations submitted by the Nominating Committee appointed by the Board of Directors, provided that any group of Members constituting more than 50% of the total number of Members of the Association may nominate a slate of directors to be voted upon at any election of Directors of the Association.
- (ii) Directors shall serve staggered terms of two years and until their successors shall be elected and qualified, or until their earlier death, resignation or removal. In order to initiate staggered terms for the directors, at the first annual meeting next held, three directors shall be elected followed by two directors at the annual meeting one year hence. The Directors serving as of the effective date of these Bylaws shall continue in office for the remainder of their current term ending December 31, next.
- (iii) Past-Commanders', who retain active membership in the organization, will be invited to serve on the Board of Directors without vote.
- (iv) The board of directors shall meet at least two times a year, at a time and place to be selected.
- (v) Directors may serve an unlimited number of consecutive terms.

- (vi) A majority vote of those directors present at a meeting shall be necessary to approve a motion, unless a greater number of votes are required by law or by these Bylaws.

5.4 Annual Meeting. The annual meeting of the Board of Directors shall be held during the month of January of each year, immediately after the annual meeting of the Members of the Association, for the purposes of transacting such business as may properly come before the meeting. If for any reason the annual meeting of the Board of Directors shall not be held, the Commander shall cause a special meeting to be held in lieu of the annual meeting of the Board of Directors as soon thereafter as is convenient.

5.5 Meetings.

(i) The Board of Directors may hold meetings, both regular and special, meetings within the State of Rhode Island. Special meetings of the Board of Directors may be called on the written request of two (2) Directors and shall be called upon request of the Commander, on three (3 4) days' notice to each Director; provided, however, that a special meeting may be called upon twenty-four (24) hours notice if such notice is given personally or by telephone to each Director. Meetings of the Directors or any committee thereof may be held by means of a telephone conference or other similar communications equipment provided that all persons participating in the meeting can hear each other at the same time, and participation by such means will constitute presence in person at such meeting.

(ii) Notwithstanding anything to the contrary set forth herein, the Board of Directors shall hold its annual meeting each year immediately following the annual meeting of the Members for such year.

5.6 Vacancies. Any vacancy occurring among the Directors may be filled by vote of the Members for the remainder of any unexpired term based on one or more nominations from the Board and, if applicable, any group of Members constituting more than 50% of the total number of Members of the Association with voting rights.

5.7 Resignations. Any Director may resign from the Board at any time by giving written notice to the Board of Directors. The resignation shall take effect at the time specified in such notice, and unless otherwise specified in such notice, acceptance shall not be necessary to make it effective.

5.8 Removal. Any Director may be removed from office with or without cause by the vote of at least 67% of all of the Members at a meeting at which the appropriate quorum is present (not including the Director proposed for removal). A Director shall receive ten (10) days written notice by registered or certified mail of a meeting concerning the removal of such Director and shall be entitled to appear and be heard, but not vote, thereat.

5.9 Quorum and Voting. A quorum for the transaction of business at any meeting of the Board of Directors shall require the presence in person or by telephone of a majority of the Directors. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. Each Director shall have one

(1) vote on any matter which is properly presented at a meeting of the Directors and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number of Directors is required by the Non-profit Corporation Act, the Articles of Incorporation or these Bylaws.

5.10 Committees Designated by Directors. The Board of Directors shall appoint an Audit Committee to examine the books of account, annually, a Nominating Committee to nominate members for election to the Board of Directors and officer positions and may designate one or more committees as the Board may determine to be necessary or appropriate for the conduct of the Association's affairs, each committee to consist of such persons as are appointed by the Board of Directors. Except as prohibited by the Non-profit Corporation Act, any such committee will have and may exercise all the authority of the Board of Directors granted to it by resolution of such Board. Such committee or committees will have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee will keep regular minutes of its proceedings and report the same to the Board of Directors when required and submit a copy to the Secretary, as well. The Board of Directors may, at any time, by resolution passed by a majority of the Directors in office, change the members of, fill vacancies in, limit, expand or alter the authority of, and discharge any committee of said Board.

5.11 Directors' Consent Vote. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by the minimum number of Directors required to approve such action if such action were presented and voted on at a meeting of the Board of Directors.

5.12 Prohibition of Compensation of Directors and Officers. No Director or officer of the Association shall receive compensation for the performance of his or her duties as a Director or officer of the Association, but may, upon resolution of the Board of Directors, be reimbursed for reasonable expenses, if any, incurred in connection with his or her service as a Director or an officer of the Association.

5.13 Specification of Business. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors or a committee of the Board of Directors of the Association need be specified in any notice or written waiver of notice except as otherwise required by the Non-Profit Business Corporation Act or herein expressly provided.

6. OFFICERS OF THE ASSOCIATION.

6.1 Number. The officers of the Association will be a Commander (the "Commander"), a Vice-Commander (the "Vice-Commander"), a Secretary (the "Secretary") and a Treasurer (the "Treasurer"), and such other officers elected by the Members to serve those additional offices of the Association, if any, as may be created by the Board of Directors. Any two or more such offices may be held by the same person.

- (i) The term of office of the Commander, Vice-Commander, Secretary and Treasurer shall be for a term current with their term on the Board. The officers may be reelected to succeed themselves.

- (ii) Any officer who cannot or chooses not to properly fulfill the obligations of the office to which they were elected or does not attend three or more consecutive Board meetings may be asked to resign upon motion of the remaining Board members.
- (V) The Commander will serve as Chief Executive Officer of the Association, Chairperson of the Board of Directors, and an ex-officio member of all standing and specially appointed committees except the nominating and audit committees. The Commander will preside at all official meetings of the Association and the Board. The Commander will appoint committee Chairpersons not otherwise specified in these Bylaws. The Commander may appoint members to special positions such as “Chaplain” or Historian”.
- (VI) The Vice-Commander will act in the absence of the Commander. He will serve ex-officio on the nominating and audit committee.

6.2 Election and Term. The officers of the Association (collectively, the “Officers”; individually, an “Officer”) shall be elected by the Members of the Association at their annual meeting. Each Officer will be elected to serve a term of two years or until his or her successor will have been elected and qualified or until his or her earlier death, resignation or removal. Any Officer may be removed by the Board of Directors of the Association in accordance with section 5.8 of these Bylaws.

6.3 Resignations. Any Officer may resign at any time by giving written notice to the Board of Directors of the Association. A resignation shall take effect at the time specified in the notice thereof, and, unless otherwise specified in said notice, the acceptance of the resignation shall not be necessary to make it effective.

6.4 Authority and Duties - Officers Generally. The Officers shall have the powers and perform the duties commonly incident to their respective offices, including such additional powers and duties as the Directors may assign. An Officer may delegate such of his or her powers as he/she deems advisable, except those powers which by law, the Articles of Incorporation or these Bylaws may not be so delegated, to such persons as the Board of Directors may approve.

6.5 Authority and Duties - Commander. The Commander shall preside at all meetings of the Board of Directors and, subject to the direction and judgment of the Board of Directors, shall have general supervision and control of all officers, agents and employees of the Association and the management of its business interests. The powers and duties of the Commander shall include, but shall not be limited to:

- (i) Presiding at all meetings of the Board of Directors and of the Members of the Association;
- (ii) Calling special meetings of the Board of Directors and the Members of the Association;
- (iii) Preparing the Association’s annual budget;

- (iv) Executing contracts and issuing checks on behalf of the Association which have been approved by the Board of Directors; provided that the Commander may issue or order issued, without the prior approval of the Board of Directors, checks to effect payments expressly included within or otherwise expressly contemplated by the operating budget of the Association then in effect;
- (v) Appointing committees, provided that any committee so appointed must be approved by a majority of the Board of Directors; and
- (vi) Engaging in such other activities as may be assigned to the Commander by the Board of Directors.

6.6 Authority and Duties – Vice-Commander The powers and duties of the Vice-Commander of the Association are as follows:

- (i) To act as the Commander if the Commander is unable to attend a meeting;
- (ii) To act as the Commander Pro-tempore (in the Commander's absence or due to the Commander's inability to perform his/her duties or resignation) until the Commander's return or until his/her successor is elected; and
- (iii) To engage in such other activities as may be assigned to the Vice-Commander by the Board of Directors, or Commander.

6.7 Authority and Duties – Treasurer The powers and duties of the Treasurer of the Association are as follows::

- (i) To assist the Commander with the preparation of the Association's annual budget;
- (ii) To maintain the Association's bank accounts and current records of all financial transactions of the Association, and to receive, deposit and disburse the funds of the Association as directed by the Commander and the Board of Directors of the Association;
- (iii) To pay, upon approval of and in the manner designated by the Board of Directors of the Association, all bills, debts and obligations of the Association, provided that the Treasurer may pay, without the prior approval of the Board of Directors, any bill, debt or obligation of the Association which is expressly included within or otherwise expressly contemplated by the operating budget of the Association then in effect; and
- (iv) To provide monthly, financial statements to the Board of Directors and Commander to include a balance sheet and income statement (report of receipts and disbursements).

- (v) To provide annually, upon request, a complete set of financial statements and all records supporting amounts contained therein for audit or independent examination as ordered by the Board of Directors.
- (VII) To engage in such other activities as may be assigned to the Treasurer by the Board of Directors.
- 6.8 Authority and Duties – Secretary The powers and duties of the Secretary of the Association are as follows:
 - (i) To keep and be the custodian of the minutes of the meeting of the Board of Directors, meeting of the Members, and of such other meetings of Committees designated by the Board or as the Commander may designate;
 - (ii) To keep and be the custodian of the corporate records of the Association;
 - (iii) To handle such correspondence as the Commander shall determine;
 - (iv) To keep a current list of the applications for membership to include; Sampson AFB affiliation and ledgers containing names, addresses, telephone numbers, and e-mail address (if applicable) of each of the Members, Directors and Officers of the Association; and
 - (v) To engage in such other activities as may be assigned to the Secretary by the Board of Directors.

6.9 Vacancies. A vacancy in any office of the Association by reason of death, resignation, removal or otherwise may be filled by the Board of Directors of the Association for the unexpired portion of the term of such office.

6.10 Signing of Instruments. All checks, drafts, orders, notes, contracts, agreements and other obligations of the Association for the payment of money and/or the performance of deeds, mortgages, leases, contracts, bonds and other corporate instruments shall be signed by the Commander, the Treasurer, or such other person or persons as may from time to time be designated by resolution of the Board of Directors of the Association, provided that all such orders, notes, contracts, agreements and other obligations of the Association for the payment of money and/or the performance of deeds, mortgages, leases, contracts, bonds and other corporate instruments have been approved in advance of the execution thereof by the Board of Directors, and provided further that notwithstanding anything to the contrary set forth herein, the Commander and/or the Treasurer of the Association may issue, without the prior approval of the Board, checks to effect payments expressly included within or otherwise expressly contemplated by the operating budget of the Association then in effect.

6.11 Voting of Securities. The Board of Directors of the Association shall, on behalf of the Association, vote or take any other action with respect to shares of stock or beneficial interest of any other Association, or of any association, trust or firm, of which any securities are held by the Association, and may appoint any person or persons to act as proxy or attorney-in-fact for the Association, with or without power of substitution, at any meeting thereof.

7. NOTICES

7.1 How Delivered. Whenever under the provision of the Non-Profit Corporation Act, the Articles of incorporation or of these Bylaws written notice is required to be given to any person, such notice may be given by mail or by a generally recognized overnight delivery service, addressed to such person at his or her address as it appears in the records of the Association, with postage or delivery charges thereon prepaid, and such notice will be deemed to be delivered at the time when the same will be deposited in the United States mail or delivered to the delivery service. Notice to any Individual Member or Director either personally, by telephone, by e-mail, or by telecopy, to his or her house or office, either directly or by leaving a message thereat, shall be deemed sufficient notice. When notice is given to the Board of Directors, it shall be given as follows:

If mailed or sent by overnight courier:

Rhode Island Regional Squadron,
Sampson Air Force Base Veterans Association, Inc.
Board of Directors
c/o Leo H. Fox
72 East Park Lane
Kingston, Rhode Island 02881-1799

If by e-mail: **leohfoxcpa@cox.net**

7.2 Waivers of Notice. Whenever any notice is required to be given under the provision of the Non-profit Corporation Act or the Articles of Incorporation or these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, will be deemed equivalent to the giving of such notice. Attendance of a person at a meeting will constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting to the transaction of any business thereat because of the failure to deliver proper notice has resulted in the meeting not being lawfully called or convened.

8. SEAL

8.1 The corporate seal shall consist of a flat-faced circular die, with the name of the Association, the year and state of its organization and such other appropriate language as may be prescribed by the Non-profit Corporation Act or from time to time by the Board of Directors, cut or engraved therein.

9. FISCAL YEAR

9.1 The fiscal year of the Association will be January 1 through December 31 of each year.

10. LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

10.1 Liability. No Director or Officer of the Association shall be personally liable to the Association or to the Members for monetary damages for breach of the Director's duty as a Director or the Officer's duty as an Officer, provided however, that the foregoing shall not eliminate or limit the liability of a Director or an Officer

- (i) for any breach of the Director's or Officer's duty of loyalty to the Association or its Members,
- (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or
- (iii) for any transaction from which the Director or the Officer derived an improper personal benefit.

10.2 Indemnification and Insurance. The Association shall indemnify the Directors, the Officers, and the employees of the Association acting in their capacity as such or serving at the request of the Association as a director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement arising from any threatened, pending or completed action, suit or proceeding to the fullest extent permitted by Section 7-6-6 of the Rhode Island Non-Profit Corporation Act, or any successor indemnification provisions or as otherwise provided by law. Notwithstanding the above, the Association shall provide such indemnification only to the extent and in a manner that shall not jeopardize the Association's status as an organization described in Section 501(c)(3) of the Code or constitute an "Excess Benefit Transaction" within the meaning of Section 4958 of the Code. The Board of Directors may authorize the Association to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Association, or serving at the request of the Association as a director, officer, employee or agent of another corporation, association, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and/or incurred by such person in any such capacity or arising out of his or her status as such, provided such persons agree to treat payments made pursuant to such insurance in such a manner as would make the payment of benefits thereunder not constitute an Excess Benefit Transaction within the meaning of Section 4958 of the Code.

10.3 Advancement of Expenses. The Association may pay the expenses of the person to be indemnified pursuant to this Article 10 in advance of the final disposition of any proceeding against such person, except to the extent that the defense of a claim against the indemnified person is undertaken pursuant to any directors' or officers' liability insurance (or equivalent insurance known by another term) maintained by the Association. The advance payment of expenses will be subject to the indemnified person's first agreeing in writing with the Association to repay the sums paid by the Association in accordance with the terms of this Section 10 if it is thereafter determined that the indemnified person was not entitled to indemnification pursuant to these Bylaws.

10.4 Rights not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the indemnified person may be entitled under any agreement, vote of disinterested Directors or otherwise, both as to actions in the indemnified

person's official capacity and as to actions in any other capacity while holding such office, and will continue after the indemnified person ceases to serve the Association as an indemnified person.

11. CONFLICTS OF INTEREST

11.1 Purpose. The purpose of this provision is to protect the Association's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer, a Director or a Member of the Association. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to non-profit corporations.

11.2 Definitions.

- (i) **Interested Person**. Any Director of the Association, any principal Officer of the Association, any Member, or any member of a committee of the Board of Directors of the Association or designated by the Commander, who has a direct or indirect Financial Interest, as defined below, is an Interested Person.
- (ii) **Financial Interest**. A person has a Financial Interest if the person has, directly or indirectly, through employment, business, investment or family:
 - (a) a financial interest in any entity with which the Association has a transaction or arrangement, or
 - (b) a compensation arrangement with the Association or with any entity or individual with which the Association has a transaction or arrangement, or
 - (c) an ownership or investment interest in the Association ; or
 - (d) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Association is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

11.3 Procedures

- (i) Duty to Disclose. In connection with any actual or possible conflicts of interest, an Interested Person must disclose the existence and nature of his or her Financial Interest to the Directors and to members of committees of the Board of Directors or designated by the Commander, with delegated powers which are considering the proposed transaction or arrangement.
- (ii) Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest, the Interested Person shall leave the Board or committee meeting while the Financial Interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists. If no

conflict of interest exists, the Interested Person may return to participate in discussion and voting on the matter. If a conflict of interest does exist, the Interested Person may remain to participate in discussion, but may not participate in voting on the issue.

(v) Procedures for Addressing the Conflict of Interest.

- (a) The Commander shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (b) After exercising due diligence, the Board or committee shall determine whether the Association can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- (c) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Association's best interest and for its own benefit and whether the transaction is fair and reasonable to the Association and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

(IV) Violations of this Provision.

- (a) If the Board or a committee thereof which is considering the transaction in question has reasonable cause to believe that a Director, Officer, Member or committee member of the Association has failed to disclose actual or possible conflicts of interest, it shall inform such person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose said conflict or conflicts of interest.
- (b) If, after hearing the response of such person and making such further investigation as may be warranted in the circumstances, the Board or committee determines that such person has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

(V) Records of Proceedings. The minutes of the Board and all committees with Board-delegated powers or designated by the Commander, shall contain:

- (a) the names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Board's or committee's decision as to whether a conflict of interest in fact existed.

- (b) the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.
- (VI) Annual Statements. Each Director, Officer, Member and member of a committee of the Association shall annually sign a statement which affirms that such person:
 - (a) has received a copy of this Article 11;
 - (b) has read and understands its provisions; and
 - (c) has agreed to comply with it.

12 PARLIAMENTARY AUTHORITY

12.1 Roberts Rules of Order shall apply as the parliamentary authority for the conduct of the Association business insofar as the same are not covered by these Bylaws.

13. AMENDMENTS

13.1 The Bylaws Committee, appointed by the Board shall write all amendments/revisions to these Bylaws.

13.2 Upon written notice by (10) or more members of the Association to the Board, the Board must appoint a Bylaws Committee, from the membership at large, who will convene and consider any suggestion(s) made by the membership. These suggestions, properly prepared, must then be first submitted to the Board of Directors for an affirmative vote, and upon such affirmative vote, to the membership for further action.

13.3 These Bylaws may only be amended, repealed or restated by the affirmation vote or consent of at least 67% of the Directors of the Association then in office and subsequently, at least 67% of the Members entitled to vote at a meeting, in person or by proxy, at which the appropriate quorum is present.

14 SAMPSON AIR FORCE BASE VETERANS ASSOCIATION, INC. SUPPORT AGREEMENT.

14.1 In return for receiving any and all services enumerated in the Bylaws of the Sampson Air Force Base Veterans Association, Inc., the Rhode Island Regional Chapter, Sampson Air Force Base Veterans Association, Inc. shall comply with the SAFBVA charter, Bylaws and other related guidance.

15. DISSOLUTION

15.1 In the event of the dissolution of the Association, all remaining assets of the Association, after the Association's debts and obligations have been paid and a reasonable reserve for contingent liabilities has been established, shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code or any corresponding section of any future Federal tax code.

15.2 The primary choice will be an active, non-for-profit corporation whose primary activity is the operation of a museum at Sampson State Park, New York. Such a museum will be open to the public on a regularly scheduled basis and staffed of artifacts and documents, and to assist researchers. The scope of the museum will include but not be limited to the operation of Sampson Air Force Base (1950-1956).

15.3 If the New York State Department of Parks, Recreation and Historical Preservation, or its legally constituted successor, is operating a museum at Sampson State Park within the scope of Section 15.2 of these Bylaws, they will then be eligible to receive assets of the Association.

15.4 In the event that there is no museum at Sampson State Park, then the alternative choice for the receiving organization will be the National Museum of the Air Force, Wright-Patterson, AFB, Ohio.

15.5 In the event that there is no national Museum of the Air Force, Wright-Patterson, AFB, Ohio, the remaining assets, shall be distributed to the federal government or to the State of Rhode Island Veterans Cemetery or failing that to a state or local government for a public purpose.

15.6 The Association may only be dissolved upon the affirmation vote or consent of at least 67% of the Directors of the Association then in office and at least 67% of the Members entitled to vote at a meeting, in person or by proxy, at which the appropriate quorum is present.

16. INTEGRATION.

These Bylaws contain the entire agreement between the parties regarding the subject matter hereof and supersede, amend and restate all prior and contemporaneous oral and written statements, agreement and understandings with respect to the subject matter hereof.

The undersigned, in his/her capacity as the Commander of Rhode Island Regional Squadron, Sampson Air Force Base Veterans Association, Inc., a Rhode Island non-profit Association, by his/her signature below, certifies that the foregoing is a true and correct copy of the bylaws of said Association.

Dated: August 22, 2013

Leo H. Fox
Commander