



**BYLAWS  
OF  
INDIANA BASEBALL LEAGUE, INC. d/b/a IBL**

**Dated: March 12, 2014**

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**OF**  
**INDIANA BASEBALL LEAGUE, INC. d/b/a IBL**

These are Bylaws for Indiana Adult Baseball Association, Inc. d/b/a IBL (the “Corporation”), a for-profit corporation formed pursuant to the Indiana Business Corporation Law, Indiana Code 23-1-17, *et seq.* (the “Law”). The Shareholders of the Corporation, as evidenced by their signatures below, have unanimously agreed to the matters in these Bylaws.

**ARTICLE I**

**Meetings of Shareholders**

Section 1.1. Name. The name of the Corporation is Indiana Baseball League, Inc. d/b/a IBL.

Section 1.2. Registered Agent. The name and post office address of the Corporation's Registered Agent is Marc Rueffer, 13280 Colliers Court, Carmel, Indiana 46033. The designation of the Corporation's Registered Agent may be changed at any time or from time to time when authorized by the Shareholders, by filing with the Secretary of State on or before the day any such change is to take effect, or as soon as possible after the death of the Registered Agent or other unforeseen termination of his agency.

Section 1.3. Fiscal Year. The fiscal year of the Corporation shall be January through December until such time as changed by resolution of the Shareholders.

Section 1.4. Shareholders. The Shareholders of the Corporation shall be comprised of one (1) representative from each team that participated in the IBL as a team the previous year, unless such team has notified the Corporation of its intention not to continue in the IBL for the current year. A list of the initial Shareholders is attached as **Exhibit A**. Such list shall be

amended from time to time based upon changes in Shareholders but in all events, only those meeting the qualifications as Shareholders as set forth herein shall be qualified to vote and act as Shareholders, notwithstanding whether Exhibit A has been revised.

Section 1.5. Certificate for Shares. The Corporation shall not be required to issue any certificates reflecting the ownership interests of the Shareholders. The Corporation shall, however, upon the reasonable request of a Shareholder, issue written confirmation of a Shareholder's shares and the respective interests and rights associated therewith.

Section 1.6. Transfer of Shares. All transfers are expressly subject to and limited by the Corporate Buy-Sell Agreement which each Shareholder shall execute as a precondition to such Shareholder's right to own, possess or control a share in the Corporation.

Section 1.7. Waiver of Claims. The Shareholders acknowledge that the purpose of the Corporation is to create and operate an adult baseball league for the enjoyment of all like-minded participants. As such, to the fullest extent allowable under Indiana law, each Shareholder waives any claims against the IBL, its Shareholders, Officers and Directors based upon minority shareholder rights or other rights created by statute or common law regarding ownership and/or participation in the Corporation.

Section 1.8. Place of Business. The mailing address for the Corporation shall be P.O. Box 118, Carmel, Indiana, 46082 or at such location as may be selected from time to time by the Shareholders.

Section 1.9. Term. The term of existence of the Corporation is perpetual, unless earlier dissolved in accordance with the Law or the Corporation's Bylaws as in effect from time to time hereafter.

## **ARTICLE II**

### **Purpose**

The purpose of the Corporation is to provide quality competitive baseball in an atmosphere of good sportsmanship within an established organized structure for individuals who are at least eighteen (18) years old and may conduct any and all business to the fullest extent permitted by law.

## **ARTICLE III**

### **Membership Eligibility**

The Corporation is for all individuals eighteen (18) years old or older (by the end of the calendar year). The Corporation shall be divided into multiple age divisions, which age limits may be amended by the Corporation. Members may play in as many leagues as they are eligible.

## **ARTICLE IV**

### **Representatives**

Section 4.1. Corporate Authority. Two authorities rule the Corporation: The Governing Board and the Executive Board (a/k/a the Board of Directors). In addition, a series of Committees may be set up to assist these Boards on various specific topics by providing proposals for the Boards to consider.

Section 4.2. Governing Board. The Governing Board is comprised of the Shareholders of the Corporation. In the event that a team splits, causing a group of players to join another team and leaving a part of the original team intact, the manager of the remaining part of the original team will remain the Shareholder and retain the right to vote as a member of the Governing Board. Any new team may become a Shareholder and vote provided that one-half of the league team fee has been paid for the new season.

Section 4.3. Quorum. The Governing Board will vote on all proposals presented by the Committees or which are otherwise properly submitted for vote at a league meeting. A quorum (one more than half of the total eligible number of Shareholders) must be present in order to vote on such proposals or other issues. Any meeting of Shareholders, including annual and special meetings or any adjournments thereof, may be adjourned to a later date although less than a quorum is present.

Section 4.4. One Vote. Except as otherwise provided in the Indiana Business Corporation Law, as amended, each share of the stock of the Corporation represented in person or by proxy at any annual or special meeting of Governing Board shall entitle the record holder thereof, or his proxy, to one vote upon each question which comes before the meeting.

Section 4.5. Majority Vote. Except as otherwise provided by the Indiana Business Corporation Law, as amended, the Corporation's Articles of Incorporation or these Bylaws, at all Governing Board meetings, all questions shall be determined by a majority vote of the shares present in person or represented by proxy at the meetings.

Section 4.6. Election of Officers. The Governing Board has the authority to elect the Officers of the Executive Board. It may also impeach an officer(s) by calling an emergency meeting of the Governing Board. Impeachment is limited to instances in which the Officer(s) materially fails to perform his duties or engages in malfeasance, gross neglect of his duties or misconduct that is unprofessional or otherwise inconsistent with the intent and purpose of the Corporation. An impeachment process shall be carried out as follows:

1. The Governing Board shall conduct an investigation into the allegations, to be completed within thirty (30) days from the first date of official notification of the

Governing Board and schedule a hearing to occur within forty-five (45) days from the date the investigation is initiated;

2. The Governing Board shall provide to the Officer in question written notice of the charges, copies of all documents obtained during the investigation and a summary of conversations which relate to the investigation. The Officer shall be provided with no less than seven (7) days' written notice of the hearing date;
3. The Governing Board shall conduct a hearing on the matter, which may, but is not required to, include the presentment of written evidence and/or verbal testimony and argument. The Officer shall have the right to question anyone who testifies or provides evidence against him and present his own evidence in defense of himself. The Governing Board shall afford the Officer an equal amount of time to respond as is taken by the league representatives to present its case.
4. An Officer shall be removed from office upon a vote of two-thirds (2/3) of those Shareholders present, provided that a quorum is met.

Section 4.7. Executive Board. The business of the Corporation shall be managed by an Executive Board comprised of the President, Vice-President, Secretary/Treasurer, Past-President of the Corporation (in a non-voting, advisory capacity) and a Director from each age division. The Governing Board may elect all such Officers individually or as a proposed slate of candidates. All prospective candidates shall submit a written declaration of intent to run for an Executive Board position to the President in writing and not less than seven (7) days before the election. The Executive Board will determine all matters not subject to approval by the Governing board. The Governing Board shall nominate candidates for the position of Officer on the Executive Board.

The Officers shall be as follows and shall have the following general duties:

**President** - The President shall be the presiding officer of the league and its Executive Board; shall be responsible for the implementation of the policy and actions of the league and the Executive Board; and shall be the public representative and spokesperson of the league. At the annual meeting of the league, the President shall present a report on the progress of the mission and work of the league during his term of office. All prospective candidates for the position of President must have been a member of the IBL for not less than three (3) years and have been a member of an IBL Committee or Board of Directors for not less than two (2) years. Prospective candidates for President who can establish having otherwise met these minimum criteria in another comparable baseball league and who have been members of the IBL for at least two (2) years satisfy these minimum qualifications.

**Vice-President** - The Vice-President shall assist the President in the execution of his/her duties; shall be the presiding officer at meetings in the absence of the President; and shall perform such other duties as may be directed by the Executive Board. The Vice-President shall have the authority, in the event of an emergency and upon the unavailability of the Secretary/Treasurer for a period of five (5) days, to gain access to the funds of the IBL for the limited purpose of resolving the pending emergency.

**Secretary/Treasurer** - The Secretary/Treasurer shall keep a record of the proceedings of the league and of the Executive Board, including minutes of their meetings. The Secretary/Treasurer shall keep and maintain the correspondence of the league and of its officers and perform such other duties as may be directed by the Executive Board. The Secretary/Treasurer shall have the custody of all funds of the league, including dues collected from its members; shall keep full and accurate accounts of receipts and disbursements in books belonging to the league; shall cause all funds to be deposited and shall keep detailed accounts, records, bills, and receipts in accordance with applicable law and with the directives of and in a manner authorized by the Executive Board; shall disburse the funds of the league as may be ordered by its Executive Board, taking proper vouchers for such disbursements; and shall render to the league on an annual basis, or otherwise when Governing Board or Executive Board so requires, an account of all his/her transactions as Treasurer and of the financial condition of the league.

#### Section 4.8. Elections and Terms of Office.

Section 4.8.1. Elections. At its annual meeting, the Governing Board shall elect its officers. In the event of a tie of the Governing Board vote for one or more Executive Board positions, the current Executive Board shall vote to determine a winner, voting such number of times as may be necessary to identify a winner and avoid a tie of the Executive Board vote.

Section 4.8.2. Terms of Office. The President and Vice-President shall serve terms of two (2) years each. Elections for each position shall occur on odd/even years such that the term of only one of the President and Vice-President shall expire each year. All other officers and Age Division Directors elected at the annual winter meeting shall take office on February 1 and shall serve a term of two (2) years unless otherwise specified prior to the election for that Officer.

Section 4.9. Vacancies. Upon the resignation, removal, death, or disability of an Officer or Age Division Director, the President (or in his absence, the Vice-President) shall declare the office vacant, and shall cause a written notice of the vacancy to be sent to the Governing Board within thirty (30) days. An office may be declared vacant if an Officer or Age Division Director is absent for four regular meetings of the Executive Board within a single fiscal year. After the third absence, the President or Secretary may notify the absent Officer or director in writing that his office will be declared vacant after the fourth absence.

If the office of President becomes vacant, the Vice-President shall succeed to the office. When a vacancy has been declared in the office of any other Officer or at large director, a successor shall be elected by the Executive Board at its next meeting following the written notice of vacancy; however, if an annual meeting of the Governing Board has intervened, the Governing Board at the annual meeting shall elect the successor if the term of the vacant office has not otherwise expired. The newly-elected officer or director shall perform his duties until the predecessor's term expires.

Section 4.10. Committees. Committees will be established by the League President to study topical issues and to submit proposals for the Governing Board to consider and render a vote. Such committee topics might be: expansion, new age division, IBL field complex



development etc... The Committees shall submit their recommended proposals to the Governing Board for approval. Each year at a Governing Board Meeting, the President will name the Committees and their respective duties, and these will be entered into the minutes of the meeting.

The Corporation has four mandatory committees (Schedule, Umpires, Rules and Fields) and two optional age division committees (All-Star Game and Award Selection). The President will chair the Schedule, Umpires and Fields Committees. The Vice-President will chair the Rules committee and is a member of the Schedule, Umpires and Fields committees. The Division Directors will be members of the Schedule and Fields committees and will chair the All-Star Game and Award Selection committees in their respective age divisions.

## **ARTICLE V**

### **Meetings**

The President will determine the Governing and Executive Board meeting dates and times, as well as the locations. These meetings should beginning in late November and occur regularly (bi-monthly) until the season begins. This includes the annual league meeting which shall occur in the month of January.

An emergency meeting of the Governing Board may be called by written request signed by a minimum of 25% of the Shareholders (all must be members of the Governing Board), and that meeting must occur within two (2) weeks of the submitted request for the meeting, the time and date of this emergency meeting to be determined by the league President. The written request may be made by various methods, including specifically separate email messages from Shareholders.

## **ARTICLE VI**

### **Endorsed Philosophy**

Whereas the Corporation declines to require mandatory minimum participation quotas or playing time minimums for its participants, the Corporation strongly emphasizes the recreation aspect of the game and encourages each team to adopt a philosophy that each player should play in the field an average of one-half of the innings of each game, if possible, and if the participant is willing and able to do so.

## **ARTICLE VII**

### **Financial Matters**

All budget and financial matters are subject to the approval of the league President. The President will not have the authority to sign checks; this responsibility rests with the league Secretary/Treasurer, who must first obtain permission by the President. The President has the authority to assess additional funds from each team to prevent a season deficit, but not for the purpose of escrow.

## **ARTICLE VIII**

### **Minutes**

The Secretary/Treasurer, or someone acting temporarily in his capacity if unavailable, will record the proceedings at each board meeting and will type those minutes and distribute them to the members of the Governing and Executive boards. Each board member should examine these minutes for accuracy. At the next board meeting, these minutes will be brought up for vote to be entered into record of the league. In no event shall the failure to properly record such minutes act to invalidate action taken at a meeting which was otherwise properly taken under these Bylaws.

## **Article IX**

### **Conduct and Sportsmanship and Disciplinary Authority**

Section 9.1. Conduct and Sportsmanship. Good sportsmanship and fair play are not merely recommended; they are mandatory at all times. Any player who has not conducted himself in a manner becoming to the league or who misrepresents the league or attempts to use the league for his own personal gain or who otherwise acts in a manner inconsistent with the intent and purpose of the Corporation is subject to disciplinary review and sanction by the Executive Board. This expressly includes, but is not limited to, the Rules of Conduct and Sportsmanship set forth at Article 1 of the League Rules, which are incorporated by reference. It is the obligation of each member of the Corporation to be familiar with and abide by such Rules. In addition, the Rules of Conduct and Sportsmanship and other conduct guidelines in these Bylaws are not intended to be a complete statement of the rules of conduct and sportsmanship of this league. To the extent a member acts in a manner not expressly addressed by these Bylaws or the league Rules of Conduct, but which is otherwise inconsistent with the intent and purpose of the Corporation, the Executive Board shall determine in its reasonable judgment whether such conduct warrants sanction.

Section 9.2. Disciplinary Authority and Process. The Executive Board will determine what corrective, warning or punitive steps (if any) are to be taken against such individual(s) charged with violations of Article IX of these Bylaws only after the person(s) in question has had due process. Due process shall include the following:

5. The Executive Board shall conduct an investigation into the allegations, to be completed within thirty (30) days from the first date of official notification of the Executive Board and schedule a hearing to occur within forty-five (45) days from the date the investigation is initiated;

6. The Executive Board shall provide to the member in question written notice of the charges, copies of all documents obtained during the investigation and a summary of conversations which relate to the investigation. The member shall be provided with no less than seven (7) days' written notice of the hearing date;
7. The Executive Board shall conduct a hearing on the matter, which may include the presentment of written evidence and/or verbal testimony and argument. The member shall have the right to question anyone who testifies and present his own evidence in defense of himself. The Executive Board shall afford the member an equal amount of time to respond as is taken by the league representatives.
8. A league member shall be sanctioned only upon a vote of two-thirds (2/3) of the total number of members of the Executive Board. The Executive Board shall issue a written decision within seven (7) days from the date of the hearing.
9. In the event that the league member so desires, he may appeal the decision by notifying the Executive Board within ten (10) days from the date the decision of the Executive Board is rendered. At that time, the Executive Board shall convene an appeals panel of three league members not currently serving on the Executive Board and not participating in the investigation of the charges. Such panel shall be named and provided copies of all documentation submitted by the league and member at the hearing and a summary of all testimony within seven (7) days from the date of the written appeal. The panel may request no further evidence or may request a further hearing or written submission at its sole discretion. The panel's verdict shall be rendered within ten (10) days from the date of appointment and is the final decision of the league, subject to no further appeal.

10. The members of the Corporation have, by participating in the league, reviewed and voluntarily approved these Bylaws, including specifically the right of the league to levy sanction, including monetary, based upon infractions by its members.

For suspensions in excess of one (1) game, such player must apply in writing to the league President for reinstatement, which shall be considered and voted upon by the Executive Board. A simple majority vote shall be required for reinstatement.

Section 9.3. Interim Disciplinary Procedures for Violations of IBL Rule 1. For the protection of the League and to ensure continued good relations with our field contacts and in the community, in the event that there exists a reasonable appearance of a violation by a member of the Corporation of IBL Rule 1, the League President or his designee is authorized to immediately suspend such player for four (4) weeks or until such time as a full investigation occurs and the appeals process described in Article IX(B) is completed if pursued by the player, whichever is greater. Such player's team may also be forced to forfeit all remaining games at a particular field in the event the action underlying the suspension occurs at such field. The President may designate any member of the Executive Board, any of the age division directors or other responsible person, provided only that such person shall not have been involved in or witnessed the alleged violation and shall not be someone with the possibility of opposing such player's team in that age division's playoffs during the four (4) week period. The suspension of four (4) weeks may continue through the entire playoffs period but shall not continue into the following year unless extended by the Executive Board. This Article, providing for an interim disciplinary procedure, is not intended to limit or proscribe the ability of the Executive Board or an appeals panel, upon full investigation, from increasing or decreasing the punishment set by the President

or his designee. This Article shall not be limited by the effect of IBL Rule 1.07, nor shall this Article be interpreted as limiting the effect of IBL Rule 1.07, which permits and requires a mandatory one (1) game suspension under circumstances described therein.

## **ARTICLE X**

### **Removal of Players by Executive Board**

In addition to the powers conferred upon the Executive Board by Article IX to address disciplinary issues relating to the Corporation, for the benefit of the Corporation and the remaining players herein, the Executive Board shall be entitled, upon unanimous vote of all members thereof, with no abstentions, to indefinitely suspend or expel any player and/or manager of the Corporation for conduct detrimental to the Corporation. The Corporation is a private organization and expressly reserves the right to include or exclude anyone it wishes, subject only to a prohibition from excluding any player and/or manager for any reason which is protected by the United State Constitution, including race, sexual orientation, religion, national origin, political beliefs, or ethnic heritage.

Upon entry of an indefinite suspension, the suspended player may petition for reinstatement one time each year, such petition to be filed not later than sixty (60) days prior to the start of that year's games. A quorum of the Executive Board (defined as one more than one-half of the Executive Board) shall vote on the petition within thirty (30) days from receipt. A simple majority vote shall be required to maintain the suspension. A unanimous vote by all members of the Executive Board, with no abstentions, shall be required to reinstate the suspended player and/or manager. Alternately, the Executive Board may, for good cause, expel a player (including a Shareholder) from the Corporation, in which case the Executive Board shall

not be required to thereafter vote to continue the expulsion even upon request by the expelled player.

## **ARTICLE XI**

### **Grievance Procedures**

Any player or team may submit in writing to the league President a formal grievance on any matter covered by, and consistent with, the Bylaws. The President will refer the matter to the Executive Board or the Governing Board, whichever he deems appropriate, for review. A ruling will be issued within seven (7) days. The findings of that board will be final.

## **ARTICLE XII**

### **Taxes**

#### Section 12.1. Taxes.

- (a) The Corporation will elect to be taxed as an “C” corporation and will file its tax returns as a partnership for federal, state and municipal and other tax purposes.
- (b) Marc Rueffer shall, until such time as he shall be replaced pursuant to these Bylaws or resign, serve as the Corporation’s “Tax Matters Shareholder” under the Internal Revenue Code. The Tax Matters Shareholder is authorized, but not required, to make tax elections on behalf of the Corporation and to exercise in general the powers provided in the Internal Revenue Code for a “tax matters member” of a partnership and specifically to take any action on behalf of the members in connection with any tax audit or judicial review proceeding to the extent permitted by applicable law or regulations. The Corporation shall defend and indemnify the Tax Matter Shareholder in his capacity as such except in instances of intentional wrongdoing.

- (c) If any Shareholder receives notice of a tax examination of the Corporation by federal, state or local authorities, the Shareholder shall immediately notify the Tax Matters Shareholder. The Corporation will bear or reimburse all third party costs and expenses incurred by the Tax Matters Shareholder in performing his duties as Tax Matters Shareholder, including legal and accounting fees.
- (d) The Tax Matters Shareholder will arrange for the preparation and timely filing of all federal and state income tax returns for the Corporation and will use all reasonable efforts to furnish the tax information reasonably required by the member for federal and state income tax reporting purposes within sixty (60) days after the close of each taxable year.
- (e) The Tax Matters Shareholder is not liable to any member or the Corporation on account of any action taken or not taken pursuant to his obligations under this Article so long as he acts in good faith.

## **ARTICLE XIII**

### **Indemnification**

Section 13.1. Definitions. As used in this Article, the following terms shall have the following meanings:

“Expenses” shall mean the reasonable and necessary costs and expenses incurred in a Proceeding (as defined herein) including counsel fees.

“Liability” means the obligation to pay a judgment, settlement, penalty, fine (including any excise tax assessed with respect to an employee benefit plan) or reasonable Expenses incurred with respect to a Proceeding.



“Proceeding” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.

Section 13.2. Indemnity. Provided a Shareholder, Director or Officer’s conduct meets the standard of conduct set forth in Section 13.3 below, the Corporation agrees to indemnify the Shareholder (such individual is herein referred to as “Indemnitee”), and keep Indemnitee indemnified in accordance herewith, to the fullest extent authorized or permitted by Indiana law as such may be in effect from time to time (but subject to the provisions hereof), from and against any and all Expenses and Liabilities in connection with any Proceeding to which Indemnitee is, was, or at any time becomes a party, or is threatened to be made a party, by reason of the fact that Indemnitee is or was a Shareholder, Officer or Director.

The Corporation’s obligation of indemnity contained herein shall continue during the time Indemnitee is a Shareholder of the Corporation, and shall continue thereafter so long as Indemnitee shall be subject to any possible claims arising from any Proceedings by reason of the fact that Indemnitee served as a Shareholder.

Section 13.3. Required Standard of Conduct. The Corporation shall indemnify Indemnitee in accordance with Section 13.2 above if:

- (i) the Indemnitee’s conduct was in good faith; and
- (ii) the Indemnitee reasonably believed in the case of conduct in his official capacity with the Corporation, that his conduct was in the best interests of the Corporation; and
- (iii) in all other cases, that the Indemnitee’s conduct was at least not opposed to the best interests of the Corporation; and
- (iv) in the case of any criminal proceedings the Indemnitee either:

- (a) had reasonable cause to believe his conduct was lawful; or
- (b) had no reasonable cause to believe his conduct was unlawful.

Indemnification is not permissible against any liability to the extent such liability is the result of willful misconduct or recklessness on the part of the Indemnitee.

Section 13.4. Advancement of Expenses. The Corporation may pay for or reimburse the reasonable Expenses incurred by Indemnitee as a party to a Proceeding in advance of final disposition of the Proceeding if:

- (i) Indemnitee furnishes the Corporation a written affirmation of his good faith belief that he has met the standard of conduct described in Section 13.3 above; and
- (ii) Indemnitee furnishes the Corporation a written undertaking, executed personally or on Indemnitee's behalf, to repay the advance if it is ultimately determined that Indemnitee did not meet the standard of conduct; and
- (iii) A determination is made by the remaining Shareholder that the facts then known to those making the determination would not preclude indemnification.

Section 13.5. Interpretation. This Article shall be interpreted to allow indemnification of a Shareholder to the fullest extent allowable under Indiana law.

Section 13.6. Notification and Defense of Claim. Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee will, if a claim in respect thereof may be made against the Corporation under this Agreement, notify the Corporation of the commencement thereof; but the omission so to notify the Corporation will not relieve the

Corporation from any liability which it may have to Indemnitee otherwise under this section, provided the Corporation is not prejudiced by such late notice. With respect to any such Proceeding as to which Indemnitee notifies the Corporation of the commencement thereof:

- (i) the Corporation will be entitled to participate at its own expense; and
- (ii) except as otherwise provided below, to the extent that it may wish, the Corporation, either singly or jointly with any other indemnifying party similarly notified, will be entitled to assume the defense thereof, with counsel satisfactory to Shareholders. After notice from the Corporation to Indemnitee of its election to assume the defense thereof, the Corporation will not be liable to Indemnitee under this Agreement for any Expenses subsequently incurred by Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ his or her own counsel in such Proceeding but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of Indemnitee unless (A) the employment of counsel by Indemnitee has been authorized by the Corporation, (B) the Corporation shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel shall be at the expense of the Corporation; and
- (iii) The Corporation shall not be liable to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any Proceeding effected without the Corporation's written consent; the Corporation shall not settle

any Proceeding in any manner which would impose any penalty or limitation on Indemnitee without Indemnitee's written consent; and neither the Corporation nor Indemnitee will unreasonably withhold such party's consent to any proposed settlement.

Section 13.7. **Alternate Insurance Limitation.** Nothing contained in this Section shall be construed to require indemnity of any Shareholder for which such Shareholder has liability insurance coverage from another source.

Section 13.8. **Insurance.** The Shareholders shall have the right and power to purchase and maintain insurance on behalf of any person who is or was a Shareholder against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability.

## **ARTICLE XIV**

### **Dissociation**

Section 14.1. Events of Dissociation. A Shareholder shall be dissociated upon the occurrence of one of the following events:

- (a) the Shareholder ceases to serve as a manager on a team within the Corporation;
- (b) the Shareholder dies;
- (c) the Shareholder incurs a total disability;
- (d) the Shareholder files a petition for bankruptcy;
- (e) the Shareholder transfers the Shareholder's entire Shares to another person or entity;
- (f) the Shareholder attempts to transfer all or part of his Shares in violation of these Bylaws or the Corporate Buy-Sell Agreement;
- (g) the Shareholder withdraws from the Corporation;
- (h) the Shareholder is expelled from or suspended by the Corporation.

Section 14.2. Right to Distributions. The dissociation of a Shareholder shall result in the return of such Shareholder's purchase price (\$1.00) of his Share in the Corporation. It is understood and agreed that there is no public market nor public demand for the purchase of shares in the Corporation and that the valuation of \$1.00 represents the fair market value of such shares. Shareholders and those claiming by and through Shareholders waive all claims for payment in excess of \$1.00 upon sale of said shares.

Section 14.3. Loss of Voting Rights Upon Dissociation. Except as otherwise expressly provided in these Bylaws, a Shareholder upon the Shareholder's dissociation shall immediately lose any right of the Shareholder to participate in the business and affairs of the Corporation by

voting on Shareholder matters, by acting as an agent for the Corporation, by initiating a dispute in the Shareholder's capacity as a Shareholder, by having access to Corporation information in the Shareholder's capacity as a Shareholder, or by any other means.

Section 14.4. Mandatory Sale Upon Dissociation. In the event that a Shareholder is dissociated from the Corporation, for any reason, such Shareholder (or in the event of death or disability, such Shareholder's personal representatives) shall sell to the Corporation that Shareholder's Shares in the Corporation pursuant to the Corporation Buy-Sell Agreement.

## **ARTICLE X**

### **Dissolution**

The Corporation may be dissolved upon the following:

- (a) the decision of all of the Shareholders;
- (b) any event which makes it unlawful for the business of the Corporation to be carried on by the Shareholders;
- (c) the issuance of an order of dissolution by a court of competent jurisdiction or by the Indiana Secretary of State.

Upon dissolution, all of the Corporation's assets shall, after all of its liabilities and obligations have been discharged or adequate provision made therefore, be distributed equally to each to Shareholder.

## **ARTICLE XIV**

### **Parliamentary Law**

The Rules of Parliamentary Law, as outlined in Robert's Rules of Order, shall govern meetings and procedures not specified herein.

## ARTICLE XV

### Amendment of Bylaws

These Bylaws may be altered, amended or repealed, and new Bylaws may be adopted, in whole or in part, by a sixty percent (60%) majority of the Shareholders at any Governing Board meeting in which a proper quorum is present; however, notice of a proposal to alter, amend, repeal a Bylaw, or to adopt a new Bylaw, must be sent to the Shareholders at least ten (10) days prior to such meeting.

ADOPTED by the Shareholders, this \_\_\_\_ day of March, 2014.

By signing below as Treasurer and Secretary of IBL, I confirm and represent that a vote was taken on the date described above, a quorum was present and the majority of the Shareholders approved the adoption of these Bylaws, all of which is confirmed in the Minutes attached hereto as **Exhibit B**.

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Marc Rueffer  
Treasurer/Secretary of IBL