



**BY-LAWS
OF
PHI ALPHA DELTA LAW FRATERNITY, INTERNATIONAL**

an Illinois Not For Profit Corporation (Adopted August 5, 2016)

CHAPTER I - Offices

SECTION 1. REGISTERED OFFICE. Phi Alpha Delta Law Fraternity, International (hereafter “The Fraternity”) shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such office.

SECTION 2. OTHER OFFICES. The Fraternity may have other offices either within or without the State of Illinois, as its Board of Directors (hereafter the “International Executive Board”) may designate or as the business of the Fraternity may from time to time require.

CHAPTER II - Members

SECTION 1. CATEGORIES OF MEMBERSHIP. The International Executive Board shall have the authority to create categories of membership with rights and privileges as they deem appropriate.

SECTION 2. GOOD STANDING. To be considered a member in good standing of the Fraternity, a member must be duly initiated pursuant to the procedures in the Fraternity Policy Manual (hereafter “FPM”) and must have submitted the corresponding International Initiation Fee to the International Executive Office.

The name and address of each member shall be entered in the records of the Fraternity.

SECTION 3. DUAL MEMBERSHIP. No member of this Fraternity may become a member of any other law school or pre-law fraternity unless such person first terminates their membership in the Fraternity. Any member of this Fraternity who accepts membership in any other law school or pre-law fraternity shall automatically forfeit membership in this Fraternity unless the member terminates his or her membership in such other law fraternity within sixty (60) days after receiving notice from the International Executive Office.

SECTION 4. TERMINATION OF MEMBERSHIP. Membership in this Fraternity shall be automatically terminated if the member's license to practice law has been revoked. Additionally, the International Executive Board may terminate the membership of any member who it determines has: violated the membership oath or Fraternity or Chapter By-Laws; brought disrepute upon the Fraternity; or become delinquent in the payment of any financial obligations to the Fraternity.

SECTION 5. MEMBERSHIP CERTIFICATES. The Fraternity may issue certificates evidencing membership in the Fraternity which shall be in such form as may be determined by the International Executive Board. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued upon such terms and conditions as the International Executive Board may determine.

CHAPTER III - International Chapter and International Conventions

SECTION 1. CONVENTIONS. The Fraternity shall hold an International Convention for the International Chapter of the Fraternity every two (2) years at such time and place as shall be determined by the International Executive Board. The Fraternity shall provide reasonable notice of the time and location of the International Convention in the manner prescribed by the International Executive Board.

SECTION 2. COMPOSITION. The International Chapter of this Fraternity shall be composed of all duly seated delegates at the International Convention assembled.

SECTION 3. ADDITIONAL CONVENTIONS. The International Executive Board shall have the authority to call Additional Conventions at its discretion.

SECTION 4. OFFICERS. The International Justice shall serve as Convention Chair, the International Secretary shall serve as Convention Secretary and the International Marshal shall serve as Convention Marshal. In the absence of any of these members, the International Executive Board may appoint another member of the International Chapter to serve in these functions.

SECTION 5. DELEGATES. The International Executive Board shall set forth the requirements for the selection and seating of delegates, voting rights and procedures and shall further establish any standing or special International Convention Committees

SECTION 6. RULES. At each International Convention, the International Chapter shall set forth the rules for the transaction of its business. Until it has adopted such rules, the previous International Convention rules shall govern. The edition of *Robert's Rules of Order Newly Revised* as of 180 days prior to the International Convention shall govern all other matters not defined in the International Convention rules.

CHAPTER IV - International Executive Board

SECTION 1. GENERAL POWERS. The International Executive Board shall manage the affairs of the Fraternity and shall have all rights necessary to further the business of the Fraternity and any other generally accepted business purposes.

SECTION 2. NUMBER. There shall be nine (9) directors of the Fraternity: International Justice, International Vice Justice, International Secretary, International Treasurer, International Marshal and four (4) International Board Members-at-Large.

SECTION 3. ELECTION AND TERM OF OFFICE. The members of the International Executive Board shall be elected from among the alumni, honorary, or law members of the Fraternity, by majority vote of the seated delegates present and voting, at a duly constituted meeting of the International Chapter of the Fraternity at the International Convention, each to hold office for two (2) years or until a successor is elected and installed in office. The titles of and/or number of directors may be changed, increased or decreased at any time by amendment of these By-Laws but no decrease shall have the effect of shortening the term of any incumbent director.

SECTION 4. QUALIFICATIONS. International Executive Board Members need not be residents of the State of Illinois.

SECTION 5. ELIMINATION OF CONFLICTS. No person serving as a member of the International Executive Board shall serve concurrently in any other elective office within the Fraternity.

SECTION 6. COMPENSATION. The Fraternity shall not compensate any member of the International Executive Board for his or her service as a board member. However, by resolution of the International Executive Board, the Fraternity may reimburse a director for his or her reasonable expenses related to his or her service as a board member.

SECTION 7. VACANCIES, RESIGNATIONS AND REMOVAL OF INTERNATIONAL EXECUTIVE BOARD MEMBERS. Any vacancy, resignation or removal of any International Executive Board member shall be governed as follows:

- a. Should a vacancy occur in the office of International Justice, the International Vice Justice shall succeed to the office and the International Secretary shall become International Vice Justice.
- b. Should a vacancy occur in any other position of the International Executive Board, the International Executive Board may elect any member in good standing of the Fraternity to said office.
- c. Should there be simultaneous vacancies in all offices constituting the International Executive Board, such offices shall be filled automatically, in the order listed in Section 2 of this Chapter, by members of the International Advisory Board.
- d. Resignation. Any member of the International Executive Board may resign his or her position upon written notice to the International Executive Office.

- e. Removal. Any member of the International Executive Board may be removed from his or her position by a two-thirds vote of the law school and alumni chapters of the Fraternity in good standing.

SECTION 8. MEETINGS. The International Justice shall call at least one (1) meeting of the International Executive Board each calendar year. Any three (3) members of the International Executive Board may call a meeting of the International Executive Board if the International Justice is unable or unwilling to do so.

SECTION 9. PLACE OF MEETING. Meetings of the International Executive Board shall be held at any place within or without the State of Illinois as designated from time to time by the International Justice. Such meetings may be in person or by electronic or other means as determined by the International Justice.

SECTION 10. REQUIRED MEETINGS. A meeting of the International Executive Board shall be held without notice other than these By-Laws, immediately after, and at the same place as, the International Convention.

SECTION 11. ADDITIONAL MEETINGS. The International Executive Board may call additional meetings as it deems appropriate. Such meetings may be called by or at the request of the International Justice or any three (3) International Executive Board members. Meetings may be in person or by electronic or other means as determined by the International Justice. Unless the Articles of Incorporation provide otherwise, any additional meeting of the International Executive Board may be held without notice to the membership of the date, time, place or purpose of the meeting. Notwithstanding the foregoing, the International Executive Office must provide notice of the date, time, place and purpose of any additional meetings to each member of the International Executive Board at least two days prior to the meeting. No meeting of the International Executive Board will be valid unless proper notice has been provided to or is waived by each member of the International Executive Board.

SECTION 12. QUORUM. A majority of the members of the International Executive Board then in office shall constitute a quorum for the transaction of business at any meeting of the International Executive Board, provided that if less than a majority of the International Executive Board are present at said meeting, a majority of the International Executive Board present may adjourn the meeting to another time without further notice.

SECTION 13. MANNER OF ACTING. The act of a majority of the International Executive Board present at a meeting at which a quorum is present shall be the act of the International Executive Board unless the act of a greater number is required by statute, the Articles of Incorporation, these By-Laws or written policy of the International Executive Board.

SECTION 14. INFORMAL ACTION BY THE INTERNATIONAL EXECUTIVE BOARD. Any action required by the Illinois Not for Profit Act to be taken at a meeting of the International Executive Board, or any other action which may be taken at a meeting of the International

Executive Board or a committee thereof, may be taken without a meeting if such action is approved in writing by the majority vote of all of the International Executive Board members.

SECTION 15. TELEPHONIC MEETINGS. Unless specifically prohibited by the Articles of Incorporation or these By-Laws, members of the International Executive Board may participate in and act at any meeting through use of a telephone conference or other communications equipment by which all persons participating in the meeting can hear each other. Participation by such means shall constitute attendance in person at the meeting.

SECTION 16. PRESUMPTION OF ASSENT. Any member of the International Executive Board who is present at a meeting of the International Executive Board at which action on any Fraternity matter is taken, shall be conclusively presumed to have assented to the action taken unless his or her dissent is entered into the minutes of the meeting or he or she files his or her dissent to such action with the person acting as Secretary of such meeting before the adjournment thereof, or such dissent is forwarded by registered or certified mail to the Secretary immediately after the adjournment of the meeting. The right to dissent shall not apply to a member of the International Executive Board who voted in favor of such action.

SECTION 17. MEMBER ATTENDANCE AT MEETINGS. When practical, every meeting of the International Executive Board shall be open to every member of the Fraternity in good standing. The right to attend a meeting does not include the right to address the International Executive Board.

SECTION 18. MINUTES OF MEETINGS. The minutes of each International Executive Board meeting, except Executive Sessions, shall contain an accurate reflection of the votes of each member of the International Executive Board on each motion voted upon. Minutes of all meetings of the International Executive Board, except Executive Sessions, shall be available upon request to any member of the Fraternity in good standing at the requester's expense.

CHAPTER V - International Officers and Duties

SECTION 1. OFFICERS. The officers of the Fraternity shall be the International Justice, International Vice Justice, International Secretary, International Treasurer and International Marshal. These offices shall be filled by the members of the International Executive Board with the same title and term of office.

SECTION 2. INTERNATIONAL JUSTICE. The International Justice shall: (1) be the chief executive officer of this Fraternity and shall at times represent and act for the Fraternity in all matters, by and with the advice and consent of the International Executive Board; (2) have authority to delegate such of his or her powers as shall be deemed necessary and expedient; and (3) be the Chairperson of the International Executive Board.

The International Justice shall also have the authority to appoint an International Executive Director and such other and additional staff as may be needed from time to time. Appointment of the Executive Director shall be with the advice and consent of the International Executive Board upon terms approved by the International Justice.

SECTION 3. INTERNATIONAL VICE JUSTICE. The International Vice Justice shall: (1) perform such duties as may be assigned from time to time by the International Justice or by the International Executive Board; (2) in the event of the absence, inability, or refusal of the International Justice to discharge the duties of the office, perform such duties; and (3) be the Vice Chairperson of the International Executive Board.

SECTION 4. INTERNATIONAL SECRETARY. The International Secretary shall: (1) keep such records as the International Executive Board may decide; (2) record the minutes of the meetings of the International Executive Board; and (3) be the custodian of the corporate records and the official seal of this Fraternity.

SECTION 5. INTERNATIONAL TREASURER. The International Treasurer shall, in conjunction with the Executive Director, (1) keep accurate financial records; (2) prepare annual and such other financial reports as may be requested by the International Executive Board; (3) arrange for the audit of all financial records at least once every two (2) years; and (4) prepare a Treasurer's report to be provided at Convention. The International Treasurer shall be bonded in such amount as directed by the International Executive Board.

SECTION 6. INTERNATIONAL MARSHAL. The International Marshal shall: (1) be responsible for maintaining order at the International Conventions and at all meetings of the International Executive Board; and (2) be the parliamentarian at all International Conventions and at all meetings of the International Executive Board.

SECTION 7. OTHER DUTIES. The International Justice may assign other duties from time to time to the members of the International Executive Board. In the case of absence or inability to act of any officer, the International Executive Board may delegate the powers or duties of such officer to any other International Executive Board member or any other person that it shall select.

SECTION 8. VACANCIES. A vacancy in any officer position because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in Chapter IV, Section 7 of these By-Laws.

SECTION 9. OTHER OFFICERS. The International Executive Board may appoint such other officers and agents as they deem necessary or expedient. Such other officers or agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined appropriate by the International Executive Board.

SECTION 10. REMOVAL. The officers of the Fraternity shall hold office until their successors are chosen and qualify. Any officer or agent elected or appointed by the International Executive Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the International Executive Board.

CHAPTER VI - Committees and Advisory Bodies

SECTION 1. COMMITTEES. The International Executive Board may designate one or more committees to advise the International Executive Board about the FPM. Committee members shall be appointed by and shall serve at the pleasure of the International Executive Board. The designation and appointment of any such committees and the delegation thereto of authority shall not operate to relieve the International Executive Board, or any individual International Executive Board member, of any responsibility imposed upon it or him or her by law.

SECTION 2. ADVISORY BODIES. The International Executive Board may designate one or more Advisory Bodies to advise the International Executive Board on issues as the International Executive Board deems appropriate. Advisory Body members shall be appointed by and shall serve at the pleasure of the International Justice with the advice and consent of a majority of the International Executive Board.

SECTION 3. INFORMAL ACTION. The authority of a Committee or Advisory Body may be set by the International Executive Board.

SECTION 4. INTERNATIONAL TRIBUNAL. There shall be an International Tribunal of the Fraternity, having membership and responsibilities as set forth in the FPM.

CHAPTER VII - Indemnification

SECTION 1. THIRD PARTY PROCEEDINGS. The Fraternity shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Fraternity to provide broader indemnification rights than permitted prior thereto), any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Fraternity) by reason of the fact that he or she is or was a director, officer, employee or agent of the Fraternity or who is or was serving at the request of the Fraternity as a director, officer, employee or agent of another fraternity, partnership, joint venture, trust or other enterprise, against liability, losses, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Fraternity, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, or the refusal to testify pursuant to the rights guaranteed by the Fifth Amendment to the U.S. Constitution or any similar law, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Fraternity or, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful. The burden of proving such facts as a defense to any suit for indemnity shall rest with the Fraternity and the Fraternity shall be required to prove by clear and convincing evidence that the indemnitee had no reasonable cause to believe that indemnitee's conduct was lawful. Indemnitee shall be entitled to recover indemnitee's expenses (including attorneys' fees) in any suit for indemnity if indemnity is successful in whole or in part.

SECTION 2. PROCEEDINGS BY OR IN THE RIGHT OF THE FRATERNITY. The Fraternity shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Fraternity to provide broader indemnification rights than permitted prior thereto), any person who was or is a party or is threatened to be made a party or is otherwise involved in any threatened, pending or completed action or suit or proceeding by or in the right of the Fraternity to procure a judgment in its favor by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director, trustee, partner, officer, employee or agent of the Fraternity, or is or was serving at the request of the Fraternity as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity against expenses (including attorneys' fees and costs) judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding provided that (i) except with respect to proceedings to enforce rights to indemnification, the Fraternity shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors, and (ii) such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Fraternity; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all the circumstances of the case, such person fairly and reasonably entitled to indemnity for such expenses such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, or the refusal to testify pursuant to the rights guaranteed by the Fifth Amendment to the U.S. Constitution or any similar law, shall not, of itself, create a presumption that such person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Fraternity, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The burden of proving such facts as a defense to any suit for indemnity shall rest with the Fraternity and the Fraternity shall be required to prove by clear and convincing evidence that the indemnitee had no reasonable cause to believe that indemnitee's conduct was lawful. Indemnitee shall be entitled to recover indemnitee's expenses (including attorneys' fees) in any suit for indemnity if indemnitee is successful in whole or in part.

SECTION 3. SUCCESS ON THE MERITS. To the extent that any person referred to in Sections 1 or 2 has been successful in whole or in part on the merits or otherwise in defense of any action, suit or proceeding referred to therein, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 4. AUTHORIZATION. Any indemnification under Sections 1, 2 or 3 (unless ordered by a court) shall be made by the Fraternity only as authorized in the specific case upon a determination that indemnification of the director, trustee, partner, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made: (a) by the International Executive Board, by a majority vote of such members who are not parties to such action, suit or proceeding (whether or not a quorum), or (b) if there are no disinterested members of the International Executive

Board or if a majority of disinterested members so directs, by independent legal counsel (who may be regular legal counsel to the Fraternity) in a written opinion.

SECTION 5. ADVANCEMENT OF DEFENSE EXPENSES. Reasonable and necessary expenses (including attorneys' fees and costs) incurred by a current or former director, officer or member of the board committee of the Fraternity (regardless if such expenses were incurred in such person's capacity as an director, officer or member of the board committee of the Fraternity or, while a director or officer or member of the board committee of the Fraternity and at the request of the Fraternity, as a director, officer, employee or agent of another fraternity, partnership, joint venture, trust or other enterprise or non-profit entity) in defending any threatened, pending or completed action, suit or proceeding, including any internal investigation, whether civil, criminal, administrative or investigative shall be paid by the Fraternity on a current basis and in advance of the final disposition of such action, suit or proceeding provided, however, that the payment of such expenses in advance of the final disposition of such proceeding shall be made only upon delivery to the Fraternity of a written claim for such payment and upon receipt of an undertaking by or on behalf of such officer or director to repay such amount, if it shall ultimately be determined that he or she is not entitled to be indemnified by the Fraternity as authorized in this Article. In making a written claim for advancement, indemnitee need not submit to the Fraternity any information that counsel for indemnitee deems privileged and exempt from compulsory disclosure in any proceeding. The refusal to testify pursuant to the rights guaranteed by the Fifth Amendment to the U.S. Constitution or any similar law shall not impact the Fraternity's obligation to advance expenses and shall not serve as a basis that the indemnitee failed to act in good faith or in a manner such person reasonably believed was in the best interest of the Fraternity or, with respect to any criminal proceeding, that indemnitee had reasonable cause to believe his or her conduct was unlawful.

If a claim for advancement under Section 5 is not paid in full by the Fraternity within thirty days after a written claim therefore has been received by the Fraternity, the claimant may any time thereafter bring suit against the Fraternity to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. In any such action, the burden of proof shall be on the Fraternity to prove the claimant is not entitled to such payment.

Neither the failure of the Fraternity (including the International Executive Board or independent legal counsel) to have made a determination prior to the commencement of such action that the claimant is entitled to indemnification or advancement under the circumstances, nor an actual determination by the Fraternity (including the International Executive Board or independent legal counsel) that the claimant is not entitled to indemnification or advancement, shall be a defense to the action or create a presumption that the claimant is not entitled to indemnification or advancement.

SECTION 6. NON-EXCLUSIVITY. The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article shall not be deemed exclusive of any other rights to which any person seeking indemnification or advancement of expenses may be entitled under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has

ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Notwithstanding the foregoing, the indemnitee shall only be entitled to a single recovery and shall not be entitled to recover from the Fraternity amounts that are or will be advanced or indemnified by another source.

SECTION 7. INSURANCE. The Fraternity shall have power to but shall not be obligated to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Fraternity, or is or was serving at the request of the Fraternity as a director, trustee, partner, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity against any liability asserted against and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Fraternity would have the power to indemnify such person against such liability under the provisions of this Section or other law. The Fraternity may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein. To the extent indemnitee pays expenses that the Fraternity is obligated to advance but does not advance, indemnitee shall be subrogated to the Fraternity's rights of recovery against any insurance carrier or other source to the same extent as if the Fraternity had paid or advance such expenses under this By-Law.

SECTION 8. "THE FRATERNITY." For the purposes of this Article, references to "the Fraternity" shall include the resulting Fraternity and, to the extent that the Board of Directors of the resulting Fraternity so decides, all constituent Fraternities (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents so that any person who is or was a director, officer, employee or agent of such a constituent Fraternity or is or was serving at the request of such constituent corporation as director, trustee, partner, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity shall stand in the same position under the provisions of this By-Law with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

SECTION 9. OTHER INDEMNIFICATION. The Fraternity's obligation, if any, to indemnify any person who was or is serving at its request as a director, trustee, partner, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust or other enterprise or non-profit entity or from insurance.

SECTION 10. OTHER DEFINITIONS. For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Fraternity" shall include any service as a director, trustee, officer, employee or agent of the Fraternity which imposes duties on, or involves services by, such director, trustee, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed

to have acted in a manner “not opposed to the best interests of the Fraternity” as referred to in this By-Law.

SECTION 11. CONTINUATION OF INDEMNIFICATION. The rights conferred upon directors, trustees, partners, officers, employees or agents in this Section shall vest at the time an individual becomes a director, trustee, partner, officer, employee or agent and shall be contract rights based upon good and valuable consideration, pursuant to which the person entitled thereto may bring suit as if the provision hereof were set forth in a separate written contract between the Fraternity and the indemnitee. Such rights shall continue as to a director, trustee, partner, officer, employee or agent who has ceased to be a director, trustee, partner, officer, employee or agent and shall be binding upon and inure to the benefit of such director’s, trustee’s, partner’s, officer’s, employee’s and agent’s heirs, personal representatives and estate. Any amendment, alteration or repeal of this Section that adversely affects any right of directors, trustees, partners, officers, employees and agents shall be prospective only and shall not limit or eliminate any such right with respect to any action, suit or proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment, alteration or repeal.

No amendment, modification or repeal of this Section shall have the effect of or be construed to limit or adversely affect any claim or right to indemnification or advancement of expenses made by any person who is or was a director, officer or employee of this Fraternity with respect to any state of facts which existed prior to the date of such amendment, modification or repeal, whether or not the Fraternity has been notified of such claim, or such right has been asserted, prior to such date.

SECTION 12. REQUESTED SERVICE. Any director, officer or board committee member of the Fraternity serving, in any capacity, and any other person serving as director, officer, fiduciary or board committee member of, (i) another organization of which a majority of the outstanding voting securities representing the present right to vote for the election of its directors or equivalent executives is owned directly or indirectly by the Fraternity, or (ii) any employee benefit plan of the Fraternity or of any organization referred to in clause (i), shall be deemed to be doing so at the written request of the Fraternity’s Board of Directors.

SECTION 13. INDEMNIFICATION OF OTHERS. The Fraternity shall have the power, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended (but in the case of any such amendment, only to the extent that such amendment permits the Fraternity to provide broader indemnification rights than permitted prior thereto) to indemnify and hold harmless each of its employees and agents (other than directors, officers and board committee members) against all liability, losses, expenses (including attorneys’ fees and costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with any action, suit or proceeding, arising by reason of the fact that such person is or was an employee or agent of the Fraternity provided that such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Fraternity, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Such power shall include the right to advance expenses (including attorneys’ fees and costs). For purposes of this Section, an “employee” or “agent” of the Fraternity (other than a director, officer or board committee member) includes any person (a)

who is or was an employee or agent of the Fraternity, (b) who is or was serving at the request of the Fraternity as an employee or agent of another Fraternity, partnership, joint venture, trust or other enterprise, or (c) who was an employee or agent of a Fraternity which was a predecessor Fraternity of the Fraternity or of another enterprise at the request of such predecessor Fraternity.

CHAPTER VIII - Fiscal Year

The fiscal year of the Fraternity shall be set by resolution of the International Executive Board.

CHAPTER IX - Contracts, Checks, Deposits and Funds

SECTION 1. CONTRACTS. The International Executive Board may authorize any officer or agent of the Fraternity in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Fraternity and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC., All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Fraternity, shall be signed by such officer or agent of the Fraternity and in such manner as shall from time to time be determined by resolution of the International Executive Board. In the absence of such determination by the International Executive Board, such instruments shall be signed by the International Treasurer and countersigned by the International Justice or International Vice Justice.

SECTION 3. DEPOSITS. All funds of the Fraternity shall be deposited from time to time to the credit of the Fraternity in such banks, trust companies, or other depositaries as the International Executive Board may select.

SECTION 4. GIFTS. The International Executive Board may accept on behalf of the Fraternity any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Fraternity.

CHAPTER X - Books and Records

The Fraternity shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its International Executive Board and shall keep at its registered office or principal office a record giving the names and addresses of its members. Any member in good standing upon written request delivered to the International Executive Office at least seventy-two hours in advance, shall have the right to examine, in person or by agent, at any reasonable time or times, and at the member's expense, the Fraternity's books and records of account and minutes, including all financial records as required by law for public inspection, and to make extracts therefrom, but only for a proper purpose. In order to exercise this right of examination, the member must make a written demand upon the Fraternity, stating with particularity the records sought to be examined and the purpose therefor. If a member seeks to examine books or records of account, the burden of proof is upon the member to establish a proper purpose.

CHAPTER XI – Seal

The Fraternity may use a corporate seal which may be altered at the pleasure of the International Executive Board, by causing it, or a facsimile thereof, to be impressed or affixed or in any other manner reproduced. The affixing of a corporate seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof and the use of the corporate seal is not mandatory.

CHAPTER XII - Waiver of Notice

Whenever any notice is required to be given under the provisions of the law, the Articles of Incorporation or these By-Laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

CHAPTER XIII – Amendments

The authority to alter, amend, or repeal the By-Laws or to adopt new By-Laws shall be vested in the International Executive Board. The By-Laws may contain any provisions for the regulation and management of the affairs of the Fraternity not inconsistent with law or the Articles of Incorporation.

Any member in good standing may submit a proposed By-Law amendment for consideration by the International Executive Board.

Additionally, any member in good standing may also submit a proposed By-Law amendment for consideration by the International Chapter upon the following conditions: (1) the submission has the support of the lesser of either: (a) twenty five (25) law school or alumni chapters, or (b) ten percent (10%) of the total number of active law school or alumni chapters, either way as evidenced by a majority vote of each chapter's board and (2) the submission is provided no less than 30 days prior to the opening date of the International Convention. Any such proposal will be voted upon at the International Convention and shall become effective if it receives a two-thirds majority vote of the International Chapter.

Notwithstanding any other provision contained in these By-Laws, the following paragraphs A, B and C may not be changed except by a two-thirds majority vote of the International Chapter:

A) The International Executive Office will make these By-Laws and the FPM available to any member of the Fraternity upon request. The International Executive Office will publish all changes to these By-Laws and the FPM within thirty (30) days. Said notice shall include posting the revised By-Laws or FPM on the Fraternity website and sending emails to chapter officers of record notifying them that a change has been made.

B) If within sixty (60) days of a change being published in the By-Laws or the FPM, the lesser of either: (a) twenty five (25) active law school or alumni chapters, or (b) ten percent (10%) of the total number of active law school or alumni chapters, either way as evidenced by a majority

vote of each chapter's board, object to a change, the International Executive office shall prepare and send a ballot to all active law and alumni chapters. If a majority of a quorum of the active law and alumni chapters vote to do so, the International Executive Board will change the offending language back to the language that existed before the change.

C) The International Tribune may not be eliminated by the International Executive Board.

CHAPTER XIV - Action by Electronic Means

Actions that are required to be "written," to be "in writing," to have "written consent," or to have "written approval" by members of the Fraternity, the International Executive Board, Committees or Advisory Body shall include communication transmitted or received by electronic means.

CHAPTER XV – Dissolution

Upon the dissolution of the Fraternity, the Fraternity shall either (a) transfer all of the assets and liabilities of the Fraternity to such successor organization or organizations as the Fraternity shall designate which shall at the time qualify as an exempt organization or organizations under Section 501(c) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law) organized and operated exclusively for fraternal, educational, charitable, scientific, literary, social and recreational purposes which are substantially identical to those of the Fraternity, or (b) after paying or making provision for the payment of all liabilities of the Fraternity, dispose of the assets of the Fraternity exclusively for the purposes of the Fraternity in such manner to such organization or organizations organized and operated exclusively for fraternal, educational, charitable, scientific, or literary purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c) of the Internal Revenue Code (or the corresponding provision of any future United States Internal Revenue law), as the Fraternity shall determine and for such fraternal purposes as may qualify as an appropriate exempt organization function under said Section 501(c) of the Internal Revenue Code and which shall be found by the Fraternity to be permitted under appropriate rulings or regulations of the Internal Revenue Service. Nothing in this Chapter shall be construed so as to permit any Endowment Fund of this Fraternity or any other funds created by the Fraternity which are qualified as exempt organizations or funds operated exclusively for education, charitable, scientific, or literary purposes or other purposes as qualify it under Section 501(c)(3) of the Internal Revenue Code or as qualify to receive charitable contributions for deduction under Section 170(c) of the Internal Revenue Code (or the corresponding or successor provision of any future United States Internal Revenue law to such sections), to be transferred to any fund or organization except an organization or fund which is qualified as an exempt organization of fund under Section 501(c)(3) or to receive a charitable contribution under 170(c) of the Internal Revenue Code (or the corresponding or successor provisions), and the Fraternity shall cause any such qualified fund or organization to be transferred to a similarly qualified fund or organization. Any of such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county or political equivalent in which the principal office of the Fraternity is or was located, exclusively for such purposes or to such organization or organizations, as such court shall determine, which are organized and operated exclusively for such purposes as set forth above.