

AMENDED AND RESTATED BY-LAWS
OF
BROWN COUNTY ART GUILD, INC.
Approved August 2020

ARTICLE I
General

Section 1. Name. The name of the corporation is the Brown County Art Guild, Inc. (the “Corporation”). As more fully set forth in the Corporation’s Articles of Incorporation, the Corporation is an Indiana nonprofit corporation that is organized and operated exclusively for charitable, religious, educational, and scientific purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Section 2. Address. The post office address of the Corporation’s registered office at the time of adoption of these Amended and Restated By-laws (the “By-laws”) is 48 S. Van Buren St., Nashville, IN, 47448.

Section 3. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December next succeeding.

Section 4. Mission Statement. *From preserving historic paintings to promoting contemporary art in the same tradition of excellence, the Brown County Art Guild champions the finest expression of art colony culture.*

ARTICLE II
Membership

Section 1. Artist Members. Active voting artist members in good standing (Artist Members) will pay an initiation fee and annual dues. Only Artist Members will have voting rights. Policies concerning Artist Membership may be adopted and/or amended by a vote of the Artist Membership and recommended to the Board of Directors for final approval.

Section 2. Patron Members. Patron Membership will be open to all persons, organizations, businesses or corporations who pay annual membership fees. Patron Membership categories, policies, and schedule of fees shall be determined at the discretion of the Board of

Directors. Patron Members shall not be entitled to vote, to notice of or participation in member meetings, or to other rights of the Artist Members.

Section 3. Annual Meeting of Artist Members. There shall be an annual meeting of the Artist Members of the Corporation. The annual meeting of the Artist Members shall be held on the third Sunday of March or as called by the Board of Directors with input from the Artist Advisory Committee (AAC) at the Art Guild operated by the Corporation or at such place and time as the President, the Board of Directors, or the Executive Committee shall specify. At the annual meeting, the President, the Recording Secretary, or the Treasurer of the Corporation, or their designees, shall report on the activities and financial condition of the Corporation. In addition, the Artist Members shall elect the directors of the Corporation as recommended by the nominating committee of the board of directors under advisement of the AAC and shall consider and act upon such other matters as may properly come before the meeting.

Section 4. Special Meetings of Artist Members. Special meetings of the Artist Members of the Corporation may be called at any time by the President of the Board, by a majority of the Board of Directors, or by written petition submitted by the AAC Chairperson describing the purpose of the special meeting that is dated and signed by the holders of at least ten percent of the votes entitled to be cast on an issue proposed to be considered at the proposed special meeting. A special meeting shall be held at a time and place specified by the caller or callers of the special meeting. Notice of such special meeting and the purposes of such special meeting shall be given in accordance with these By-laws.

Section 5. Notice of Meetings of Artist Members. The Corporation shall give notice of meetings of the Artist Members in a fair and reasonable manner. Notice is presumptively fair and reasonable if the following occur:

- a. The Corporation notifies the Corporation's Artist Members of the place, date, and time of each annual and special meeting of the Artist Members not less than fourteen days, or, if notice is mailed by other than first class or registered mail, within fourteen days, before the meeting date.
- b. Notice of an annual meeting includes a description of any matter or matters to be considered at the meeting that must be approved by the Artist Members.
- c. Notice of a special meeting includes a description of the purpose for which the meeting is called.

Except as provided by statute, if an annual or a special meeting of Artist Members is adjourned to a different date, time, or place, notice is required to be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment.

Section 6. Waiver of Notice of Meetings of Artist Members. Notice may be waived in writing, signed by the Artist Member entitled to notice, and filed with the minutes or the corporate records. Attendance at or participation in any meeting (a) waives objection to lack of notice unless the Artist Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the Artist Member objects to considering the matter when the matter is presented.

Section 7. Quorum. At all meetings of the Artist Members, one-half of the votes entitled to be cast shall constitute a quorum. Any meeting of the Artist Members, including annual and special meetings or any adjournments thereof, may be adjourned to a later date although less than a quorum is present.

Section 8. Vote of Artist Members. Each Artist Member of the Corporation shall be entitled to one vote on each question that comes before a meeting of the Artist Members. Each question shall be determined by majority vote of the Artist Members present at a meeting at which a quorum exists.

Section 9. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Artist Membership may be taken without a meeting of the Artist Members if the action is approved by Artist Members holding at least eighty percent (80%) of the votes entitled to be cast on the action. The action must be evidenced by at least one written consent describing the action taken that meets the following conditions:

- a. is signed by the Artist Members representing at least eighty percent (80%) of the votes entitled to be cast on the action; and
- b. is filed with the Corporation's minutes.

Requests for written consents must be delivered to all Artist Members entitled to vote.

Section 10. Action by Written Ballot. Any action that may be taken at an annual or special meeting of the Artist Members may be taken without a meeting if the Corporation delivers a written ballot to every Artist Member. A written ballot must set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approval by written ballot is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action and the number of approvals equals or

exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. A solicitation for votes by written ballot must (a) indicate the number of responses needed to meet the quorum requirements, (b) state the percentage of approvals necessary to approve each matter other than the election of directors, and (c) specify the time by which a ballot must be received by the Corporation to be counted. A written ballot may not be revoked.

Section 11. Means of Communication. The Corporation and the Board of Directors may (a) permit an Artist Member to participate in an annual or a special meeting by or (b) conduct an annual or a special meeting using any means of communication by which all Artist Members participating may simultaneously hear each other during the meeting. An Artist Member participating in a meeting by such means shall be considered present in person at the meeting.

Section 12. Alternative Means of Action. Notwithstanding any other provision of these bylaws concerning meetings and votes of Artist Members, individual Artist Members shall have the right with regard to any and all issues to choose to vote in person or by email without being present for or participating in any gathering, whether physical or electronic, so long as the artist's vote is reasonably timely.

A. Votes also may be taken as Artist Members come and go individually during the process of painting Change Outs, and such votes may be validly cast without participating in any meeting of the plenary group, whether or not such a meeting occurs.

B. Physical votes which are cast without the voter participating in a meeting shall be made on paper ballots. Votes which are cast by email without participating in a meeting shall be printed out on paper as they are received. All such paper ballots as well as the paper copies of all such email votes shall be kept for at least one year as proof of the voting tally. Furthermore, all paper proofs of such voting (ballots cast as well as copies of any email votes) shall be made available at any reasonable time for inspection by the AAC, the Guild Management, and/or the Board of Directors.

C. Whether or not the physical votes under this Section are to be cast as secret ballots during any particular voting event shall be determined by agreement between the AAC and the Guild Management, but with this exception: any Artist Member who chooses to vote by email acknowledges and agrees by that act (1) that both the artist's identity as well as that artist's vote are in fact disclosed in the email and (2) that secrecy as to that particular vote by such Artist Member is waived.

D. These Section 12 provisions for Artist Member voting without participating in any meeting are intended to supplement rather than disqualify, prevent, or moot any votes which are

or will be taken on the same matters at an approximately contemporaneous meeting. It is understood that in order to determine the final result on any particular issue, the votes cast at the relevant meeting shall be added to the votes cast by Artist Members who did not attend that meeting.

E. Finally, any votes by Artist Members who are actually present or who are participating in real time during any physical or virtual meeting may be accomplished by secret ballot, show of hands, roll call, or any other method agreed to by the AAC and Guild Management, so long as a written record of the resulting count is made and kept for at least one year.

ARTICLE III **Board of Directors**

Section 1. Directors. The affairs of the Corporation shall be managed, controlled, and conducted by, and under the supervision of, the Board of Directors, subject to the provisions of the Articles of Incorporation and these By-laws. The Board of Directors may have any maximum number of members, but the minimum number shall be no fewer than five.

At the annual meeting of the Artist Members, Director elections shall be held. Any Directors to be voted upon must be recommended by the nominating committee of the Board with advisement by the AAC. These elections may include replacements for any director whose term will expire or has expired. Each Director shall serve for a term of three years and until her or his successor is elected and qualified; provided, however, that in any year the terms of one or more Directors may be set at less than three years (and until her or his successor is elected and qualified) in order to stagger the terms of Directors and avoid turnover of the entire Board in any one year. A Director may serve no more than two consecutive three-year terms, but after at least a one-year period out of office, a former Director shall become eligible to be re-nominated and reelected according to these by-laws.

Section 2. Quorum and Voting. A majority of Directors in office immediately before a meeting begins shall constitute a quorum for the transaction of any business properly to come before the Board of Directors. 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.

Section 3. Regular Meetings. The Board of Directors and designated AAC members may hold regular meetings, as fixed by these By-laws or by resolution of the Board of Directors, for the purpose of transacting such business as properly may come before the Corporation's Board of Directors.

Section 4. Special Meetings. The Board of Directors also may hold special meetings for any lawful purpose upon not less than two days' notice, as described in these By-laws, upon call by the President of the Corporation or by not less than two members of the Board of Directors. A special meeting shall be held at such date, time, and place within or without the State of Indiana as is specified in the call of the meeting.

Section 5. Notice of Special Meetings and Waiver. Oral or written notice of the date, time, and place of each special meeting of the Board of Directors shall be communicated, delivered, or mailed by the Secretary of the Corporation, or by the person or persons calling the meeting, to each member of the Board of Directors and the AAC Chairperson so that such notice is effective at least two days before the date of the meeting. The notice must describe the purpose of the special meeting. Oral notice shall be effective when communicated. Written notice shall be effective at the earliest of the following:

- (1) When received;
- (2) Five days after the notice is mailed, as evidenced by the postmark or private carrier receipt, if mailed correctly addressed to the address listed in the most current records of the Corporation;
- (3) On the date shown on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or
- (4) Thirty days after the notice is deposited with another method of the United States Postal Service other than first class, registered, or certified postage affixed, as evidenced by the postmark, if mailed correctly addressed to the address listed in the most current records of the Corporation.

Notice may be waived in writing signed by the Director entitled to the notice and filed with the minutes or the corporate records. Attendance at or participation in any meeting of the Corporations' Board of Directors shall constitute a waiver of such notice of such meeting unless

the director shall, at the beginning of the meeting or promptly upon the Director's arrival, object to holding the meeting and does not vote for or assent to action taken at the meeting.

Section 6. Means of Communication. The Board of Directors, or a committee thereof, may (a) permit a Director or a committee member to participate in a meeting by or (b) conduct a meeting using any means of communication by which all Directors or committee members participating may simultaneously hear each other during the meeting. A Director or a committee member participating in a meeting by such means shall be considered present in person at the meeting.

Section 7. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if a written consent signed by each Director or committee member is included in the minutes or filed with the corporate records reflecting the action taken. Action taken by written consent shall be effective when the last Director or committee member signs the consent, unless the consent specifies a prior or subsequent effective date. A consent signed as described in this section shall have the effect of a meeting vote and may be described as such in any document.

Section 8. Alternative Means of Board Action. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken by email vote without a meeting, provided that all Directors or committee members have been given reasonable advance notice and that a quorum participates in the voting. Votes which are cast by email shall be printed out on paper as they are received, and such paper copies shall be kept for at least one year as proof of the final voting tally. Such paper copies of all email votes shall be available at any reasonable time for inspection by any and all Directors.

Section 9. Vacancies. Any vacancy occurring on the Board of Directors may be filled by a vote of the Artist Members. To be eligible for election, any candidate must be recommended by the nominating committee of the Board with advisement by the AAC, and the person elected to fill such vacancy shall serve until the expiration of the term vacated.

ARTICLE IV

Officers

Section 1. In General. The officers of this Corporation shall be a President, a Vice President, a Recording Secretary and a Treasurer, and such other officers as the Board of

Directors may otherwise elect. Each officer shall be elected by the Board of Directors at a regular or special meeting and shall serve for two years, or such other period as prescribed by the membership at the time of such election, and until the officer's successor is elected and qualified. All officers shall be members of the Board of Directors. Any officer may be removed by majority vote of the membership at any time, with or without cause. Any vacancy occurring in any office shall be filled by the Board of Directors, with AAC recommendations under advisement, and the person elected to fill such vacancy shall serve until the expiration of the term vacated.

Section 2. President. The President shall preside at all meetings of the Board of Directors of the Corporation and shall be responsible for implementation of policies established by the Board of Directors. The President shall perform the duties incident to the office of chair of the Board of the Corporation and such other duties as the Board of Directors may prescribe.

Section 3. Vice President. The Vice President shall perform the duties of the President in the absence of the President and shall perform such other duties as the President or the Board of Directors may prescribe.

Section 4. Recording Secretary. The Recording Secretary shall be the custodian of all papers, books, and records of the Corporation other than books of account and financial records. The Recording Secretary shall prepare and enter into the minute book the minutes of all the meetings of the Board of Directors. The Recording Secretary shall authenticate records of the Corporation as necessary.

Section 5. Treasurer. The Treasurer shall cause to be prepared and maintained correct and complete records of account showing accurately the financial condition of the Corporation. All notes, securities, and other assets coming into the possession of the Corporation shall be received, accounted for, and placed in safekeeping as the Treasurer may from time to time prescribe. The Treasurer shall furnish, whenever requested by the Board of Directors or the President, a statement of the financial condition of the Corporation and shall perform the duties usual to such position and such other duties as the Board of Directors or President may prescribe.

Section 6. Other Offices. Each other officer of the Corporation shall perform such duties as the Board of Directors or President may prescribe.

ARTICLE V

Committees

Section 1. Executive Committee. The Board of Directors may designate specified officers and/or members to constitute an Executive Committee which, unless limited by resolution adopted by a majority of the Directors, shall have and exercise all of the lawful authority of the Board of Directors in the management of the Corporation's affairs during intervals between the meetings of the Board of Directors. Such Executive Committee shall be subject to the authority and supervision of the Board of Directors.

Section 2. Artist Advisory Committee. Voting Artist Members will select an Artist Advisory Committee (AAC) to aid in communication between Artist Membership and the Board of Directors. The Board of Directors will consider all recommendations of these representative artists when voting on policies that directly affect the artist body. The AAC shall consist of five artist members, including the chairperson of the group. The length of service will be determined from time to time by the AAC and stipulated in the Guild Policies and Procedures Manual. These artist representatives may attend board meetings but will have no voting rights. An AAC member appointed by the Artist Membership may be removed by the Artist Membership with or without cause.

Section 3. Other Committees. The Board of Directors may establish other committees, in addition to the Executive Committee and AAC, to accomplish the goals and perform the programs of the Corporation. Such committees shall have such responsibilities and powers as the Board of Directors shall specify. Members of such other committees may be Artist Members or lay persons. A committee member appointed by the Board of Directors may be removed by the Board of Directors with or without cause.

ARTICLE VI

Conflicts of Interest

Section 1. General Policy. It is the policy of the Corporation and its Board of Directors that the Corporation's directors, officers, and employees carry out their respective duties in a fashion that avoids actual, potential, or perceived conflicts of interest. The Corporation's directors, officers, and employees shall have the continuing, affirmative duty to report any personal ownership, interest, or other relationship that might affect their ability to exercise impartial, ethical, and business-based judgments in fulfilling their responsibilities to the Corporation. This policy shall be further subject to the following principles:

- (1) Directors, officers, and employees of the Corporation shall conduct their duties with respect to potential and actual grantees, contractors, suppliers, agencies, and other persons transacting or seeking to transact business with the Corporation in a

completely impartial manner, without favor or preference based upon any consideration other than the best interests of the Corporation.

- (2) Directors, officers, and employees of the Corporation shall not seek or accept for themselves or anyone else, from any person or business entity that transacts or seeks to transact business with the Corporation, any gifts, entertainment, or other favors relating to their positions with the Corporation that exceed common courtesies consistent with ethical and accepted business practices.
- (3) If a director, or a director relative (the term relative includes spouses, ancestors, and descendants, whether by whole or half-blood), directly or indirectly owns a significant financial interest in, or is employed by, any business entity that transacts or seeks to transact business with the Corporation, the director shall disclose that interest or position and shall refrain from voting on any issue pertaining to the transaction.
- (4) Officers and employees of the Corporation shall not conduct business on behalf of the Corporation with a relative or a business entity in which the officer, employee, or his or her relative or a business entity in which the officer, employee, or his or her relative owns a significant financial interest or by which such officer, employee, or relative is employed, except where such dealings have been disclosed to, and specifically approved and authorized by, the Board of Directors of the Corporation.
- (5) The Board of Directors will require the Corporation's directors, officers, or employees to complete annually a disclosure statement regarding any actual or potential conflict of interest described in these By-laws. The disclosure statement shall be in such form as may be prescribed by the Board and may include information regarding a person's participation as a director, trustee, officer, or employee of any other nonprofit organization. The Board of Directors shall be responsible for oversight of all disclosures or failures to disclose and for taking appropriate action in the case of any actual or potential conflict of interest transaction.

Section 2. Effect of Conflict Provisions. The failure of the Corporation, its Board of Directors, or all of its directors, officers, or employees to comply with the conflict of interest provisions of these by-laws shall not invalidate, cancel, void, or make voidable any contract, relationship, action, transaction, debt, commitment, or obligation of the Corporation that otherwise is valid and enforceable under applicable law.

ARTICLE VII

Indemnification

Section 1. Indemnification by the Corporation. To the extent not inconsistent with applicable law, every person (and the heirs and personal representatives of such person) who is or was a member, director or officer of the Corporation shall be indemnified by the Corporation against all liability and reasonable expense that may be incurred by her or him in connection with or resulting from any claim, action, suit, or proceeding (a) if such person is wholly successful with respect thereof or, (b) if not wholly successful, then if such person is determined as provided in this article to have acted in good faith, in what he or she reasonably believed to be the best interests of the Corporation (or, in any case not involving the person's official capacity with the Corporation, in what he or she reasonably believed to be not opposed to the best interests of the Corporation) and, in addition, with respect to any criminal action or proceeding, is determined to have had reasonable cause to believe that the conduct was lawful (or no reasonable cause to believe that the conduct was unlawful). The termination of any claim, action, suit, or proceeding, by judgment, settlement (whether with or without court approval), or conviction or upon a plea of guilty of nolo contendere, or its equivalent, shall not create a presumption that a person did not meet the standards of conduct set forth in this article.

Section 2. Definitions. (a) As used in this article, the terms "claim, action, suit, or proceeding" shall include any threatened, pending, or completed claim, action, suit, or proceeding and all appeals thereof (whether brought by or in the right of this Corporation, any other corporation or otherwise), civil, criminal, administrative, or investigative, whether formal or informal, in which a person (or her or his heirs or personal representatives) may become involved, as a party or otherwise:

- (i) By reason of her or his being or having been a member, director, or officer of the Corporation or of any corporation where he or she served as such at the request of the Corporation, or
 - (ii) By reason of her or his acting or having acted in any capacity in a corporation, partnership, joint venture, association, trust or other organization or entity where he or she served as such at the request of the Corporation, or
 - (iii) By reason of any action taken or not taken by her or him in any such capacity, whether he or she continues in such capacity at the time such liability or expense shall have been incurred.
- (b) As used in this article, the terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments,

finances, or penalties against, and amounts paid in settlement by or on behalf of, a person.

- (c) As used in this article, the term “wholly successful” shall mean (i) termination of any action, suit, or proceeding against the person in question without any finding of liability or guilt against her or him, (ii) approval by a court, with knowledge of the indemnity herein provided, of a settlement of any action, suit, or proceeding, or (iii) the expiration of a reasonable period of time after making of any claim or threat of any action, suit, or proceeding without the institution of the same, without any payment or promise made to induce a settlement.

Section 3. Entitlement to Indemnification. Every person claiming indemnification hereunder (other than one who has been wholly successful with respect to any claim, action, suit, or proceeding) shall be entitled to indemnification (a) if special independent legal counsel, which may be regular counsel of the Corporation or other disinterested person or persons, in either case selected by the Board of Directors, whether or not a disinterested quorum exists (such counsel or person or persons being hereinafter called the “referee”), shall deliver to the Corporation a written finding that such person has met the standards of conduct set forth in this article and (b) if the Board of Directors, acting upon such written finding, so determines. The person claiming indemnification shall, if requested, appear before the referee and answer questions which the referee deems relevant and shall be given ample opportunity to present to the referee evidence upon which he or she relies for indemnification. The Corporation shall, at the request of the referee, make available facts, opinions or other evidence in any way relevant to the referee’s findings that is within the possession or control of the Corporation.

Section 4. Relationship to Other Rights. The right of indemnification provided in this article shall be in addition to any rights to which any person may otherwise be entitled.

Section 5. Extent of Indemnification. Irrespective of the provisions of this article, the Board of Directors may, at any time and from time to time, approve indemnification of directors, officers, or other persons to the fullest extent permitted by applicable law, or, if not permitted, then to any extent not prohibited by such law, whether on account of past or future transactions.

Section 6. Advancement of Expenses. Expenses incurred with respect to any claim, action, suit, or proceeding may be advanced by the Corporation (by action of the Board of Directors, whether a disinterested quorum exists) prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless he or she is entitled to indemnification.

Section 7. Purchase of Insurance. The Board of Directors is authorized and empowered to purchase insurance covering the Corporation's liabilities and obligations under this article and insurance protecting the Corporation's members, directors or officers, or other persons.

ARTICLE VIII

Contracts, Checks, Loans, Deposits, and Gifts

Section 1. Contracts. The Board of Directors may authorize one or more officers, agents, or employees of the Corporation to enter into any contract or execute any instrument on its behalf. Such authorization may be general or confined to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power to bind the Corporation or to render it liable for any purpose or amount.

Section 2. Checks. All checks, drafts, or other orders for payment of money by the Corporation shall be signed by such person or persons as the Board of Directors may from time to time designate by resolution. Such designation may be general or confined to specific instances.

Section 3. Loans. Unless authorized by the Board of Directors, no monetary loan shall be made by or contracted for on behalf of the Corporation and no evidence of indebtedness shall be issued in its name. Such authorization may be general or confined to specific instances.

Section 4. Deposits. All funds of the Corporation shall be deposited to its credit in such bank, banks or other depositories as the Board of Directors may designate. Such designation may be general or confined to specific instances.

Section 5. Gifts. The Board of Directors may accept on behalf of the Corporation any gift, bequest, devise, or other contribution for the purposes of the Corporation on such terms and conditions as determined by the Brown County Art Guild's Collection Management Policies.

ARTICLE IX

Amendment of By-Laws

The power to make, alter, amend or repeal the By-laws is vested only in the Artist Members of the Corporation. Such action is to be approved by a two-thirds majority vote of those artists eligible to vote. Any amendment to be proposed to the Artist Membership shall first be

approved by two-thirds vote of the board of directors. The Artist Membership shall receive notice of proposed amendments to the By-laws no less than fourteen days before the Artists Membership vote is to be cast.