

**BYLAWS  
OF  
CALIFORNIA ENERGY STORAGE ALLIANCE, INC.**  
A Nonprofit Mutual Benefit Corporation

**ARTICLE I – ORGANIZATION**

Section 1.1 The name of this organization shall be California Energy Storage Alliance, Inc. (“CESA” or “the Alliance”). CESA is a nonprofit mutual benefit corporation organized under the laws of the State of California, and is a tax-exempt organization under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended.

Section 1.2 The office of CESA shall be located in the State of California. CESA may also have offices at such other places as the Board of Directors may from time to time determine or the business of CESA may require.

**ARTICLE II – MISSION**

The mission of CESA is to make energy storage a mainstream resource to advance a more affordable, efficient, reliable, safe and sustainable electric power system for all Californians. The Alliance may, as permitted by law, engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a corporation formed under the General Laws of California and which are consistent with the Alliance’s qualification as an organization described in Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax law.

**ARTICLE III – MEMBERSHIP**

**Section 3.1 Classification of Membership**

The Alliance shall initially have one class of Members within the meaning of Section 5056 of the California Nonprofit Corporation Law (“Steering Committee Members”). The Alliance may also allow other individuals, legal entities or organizations to participate in the affairs of the Alliance as “General Members” or “Associate Members”, yet such parties shall not be Members within the meaning of Section 5056 of the California Nonprofit Corporation Law.

**Section 3.2 Steering Committee Members**

The Alliance shall consider applications for Steering Committee Membership of any industry sell-side company, corporation or other business entity that manufactures or provides energy storage products, projects, systems, or services, including energy storage project developers. Steering Committee Membership is not open to individuals, consulting firms, law firms, utilities, or Community Choice Aggregators. Each Steering Committee Member in good standing shall be entitled to appoint one Representative to serve as a Director who shall be entitled to one vote on all matters brought to the Board of Directors. Each Steering Committee Member shall designate in writing to the CESA staff its Representative to the Alliance who will serve as the Director and who will be the Steering Committee Member’s designee for communication to and from the Alliance.

To be eligible for Steering Committee Membership, an applicant must meet the following general qualifications:

- (a) Applicant must be current with all applicable CESA membership dues.
- (b) Applicant must be organized, either under the laws of the United States or a state thereof or under the laws of a foreign country.
- (c) Applicant must support CESA's mission as described in Article II and agree to comply with these Bylaws and any policies and procedures duly adopted by the Board of Directors.

Steering Committee Members shall be approved by a majority vote of the Board of Directors.

There shall be one (1) Independent Steering Committee Member, appointed by the Board of Directors, who or which shall designate its Representative to the Alliance; such Representative, called the Independent Board Member, shall be a full member of the Board of Directors with the charge to a) ensure that CESA adheres to the CESA mission and policy principles, b) act as an independent advisor in governance matters and serve on the Governance Committee, c) help adjudicate intra-organizational disputes, and d) advise long-term organizational strategy for CESA. The term of the Independent Board Member shall be determined by a majority vote of the Board of Directors. The Independent Board Member has voting rights and the right to attend Associate Member meetings. The Independent Board Member must meet certain criteria that support neutrality and cannot be employed or engaged by any entity that qualifies for CESA membership.

### **Section 3.3 General Members**

The Alliance shall consider applications for General Membership of any individual, and any industry sell-side company, corporation or other business entity that manufactures or provides energy storage products, projects or services, including energy project developers, professional services including legal, consulting, or educational services, energy users, research firms or organizations, and others interested in energy storage, excluding buy-side entities including investor- or publicly- owned utilities, load-serving entities, municipalities, cooperatives and Community Choice Aggregators, which shall be eligible to apply for Associate Membership. Each General Member shall designate in writing to the CESA staff its Representative to the Alliance, who will be the designated person for communication to and from the Alliance.

To be eligible for General Membership, an applicant must meet the following general qualifications:

- (a) Applicant must be current with all applicable CESA membership dues.
- (b) Applicant must be organized, either under the laws of the United States or a state thereof or under the laws of a foreign country (if it is a business entity), or an individual.
- (c) Applicant must support CESA's mission as described in Article II and agree to comply with these Bylaws and any policies and procedures duly adopted by the Board of Directors.

The Board of Directors shall be entitled to establish subcategories of General Membership. Per the limitations in CESA Bylaws Section 5.1, General Members shall elect one (1) representative ("At-Large Board Member") to the CESA Board of Directors to broadly represent the interests of the General Members (and subcategories), based on the candidate with the most votes from the General Membership. This vote will occur in advance of the Annual CESA All Member Meeting, or through alternative

meetings if needed and as determined by the Executive Committee. The At-Large Board Member shall not be eligible to serve a consecutive term. The At-Large Board Member may be removed only (a) by a majority vote of the General Members, or (b) if the Board determines that the Director is not fit for Board service or no longer meets the requirements for Board service.

### **Section 3.4 Associate Members**

Buy-side entities, including corporations who do not participate in energy storage sell side activities, investor- and publicly-owned utilities, load-serving entities, municipalities, cooperatives and Community Choice Aggregators shall be entitled to apply to become Associate Members of the Alliance. Associate Members shall not be entitled to vote or to participate in policy committees or meetings. Each Associate Member shall designate in writing to the CESA staff its Representative to the Alliance, who will be the designated person for communication to and from the Alliance.

To be eligible for Associate Membership, an applicant must meet the following general qualifications:

- (a) Applicant must be organized, either under the laws of the United States or a state thereof or under the laws of a foreign country.
- (b) Applicant must support CESA's mission as described in Article II and agree to comply with these Bylaws and any policies and procedures duly adopted by the Board of Directors.

Associate Members shall not have a representative to the CESA Board of Directors. Associate Members are not eligible to serve on the Legislative Working Group, but shall be entitled to participate in the Storage User Policy Advisory Council.

### **Section 3.5 Application and Election to Membership**

Application for Membership in CESA shall be made in writing on a form approved by the Board of Directors for that purpose. The application form shall be designed to elicit all information necessary to determine eligibility for Membership under Article III. Copies of the application form will be provided to prospective applicants upon request. The Executive Director shall have authority to approve new member applications for General Membership and Associate Membership.

### **Section 3.6 Resignation from Membership**

A Member may resign from the Alliance by giving written notice to the CESA staff, who shall inform the Board of Directors of such resignation at its next meeting. Such resignation shall not relieve such Member of its obligation for all dues or indebtedness due to the Alliance.

### **Section 3.7 Termination of Membership**

All rights of a Member shall cease upon the termination of such Membership. Membership shall immediately terminate upon voluntary resignation or when a Member is in arrears in the payment of any dues or assessments to the Alliance beyond a period of time as determined by the Board of Directors. A Member who: (a) commits a substantial breach of any provision of these Bylaws, including, but not limited to, failure to meet the qualifications for Membership set forth in Article III; or (b) refuses or neglects to comply with any lawful rule or practice duly adopted for the governance of the Alliance may have its Membership terminated by the Board of Directors. Any such termination of Membership shall occur only by an affirmative vote of two-thirds of the entire Board of Directors, following at least fifteen (15) days written notice of the proposed termination specifying the reasons therefore to the affected

Member, together with an opportunity for the Member to be heard orally or in writing, as determined by the Board of Directors, at least five (5) days prior to the effective date of the termination. The Board of Directors shall keep all deliberations related to expulsion proceedings confidential. This section of the Bylaws may not be amended at the same meeting where termination action is taken.

### **Section 3.8 Reinstatement of Membership**

Any application for reinstatement of Membership by a former Member shall be treated in accordance with the appropriate provisions of these Bylaws regarding new Members. No such applicant shall be reinstated until the applicant has discharged all past indebtedness to CESA.

### **Section 3.9 Member List**

The Alliance shall keep, in written form or in any form capable of being converted into written form, a list containing the company name, address and membership class of each Member.

### **Section 3.10 Meetings**

The Alliance shall hold an annual meeting and other regular and special meetings at times and places to be determined by the Executive Committee of the Board. The quorum for a membership meeting shall be a majority of the Steering Committee Members. Special meetings may be called by the Chairperson, the Board of Directors, or 5% of the voting members. Notice of a member meeting must be given at least 10 days, and not more than 90 days, in advance of the meeting; notice of a special meeting shall be given at least forty-eight (48) hours in advance of the meeting. Members may vote by one designated Steering Committee Member and must designate its primary Representative in writing to the CESA staff.

### **Section 3.11 Number of Members**

There shall be no limit on the number of Members the Alliance may admit in any Membership category.

### **Section 3.12 Transferability**

Membership in the Alliance is non-transferable and non-assignable.

## **ARTICLE IV – DUES, ASSESSMENTS AND CONTRIBUTIONS**

### **Section 4.1 Annual Dues**

Annual dues shall be for an entire calendar year and may be pro-rated for Members admitted to membership after January 1 of a given year. The Executive Committee shall recommend the fiscal year's or multiple years' dues structure of CESA to the Board of Directors. The dues for each Membership category will be established by a majority vote of the Board.

### **Section 4.2 Assessments**

In addition to annual dues, the Board of Directors may from time to time impose assessments upon Members. To the extent that the Board of Directors requests services from CESA staff in excess of that reflected in the annual budget, additional assessments may be necessary.

### **Section 4.3 Payment of Dues and Assessments**

Annual dues and any assessments shall be payable to CESA in accordance with a method determined by the Executive Committee of the Board of Directors. In the event that any Member fails to pay fully applicable dues or assessments by the date upon which payment is due, Membership may terminate in accordance with Section 3.7 of these Bylaws. Dues and assessments are non-refundable.

#### **Section 4.4     Gifts**

The Board of Directors may not accept, on behalf of the Alliance, any contribution, gift, bequest or devise for CESA.

### **ARTICLE V – BOARD OF DIRECTORS**

#### **Section 5.1     Number of Directors**

The number of voting Board positions shall be equal to the number of Steering Committee Members, plus one (1) At-Large Board Member elected by General Members and one (1) Independent Board Member.

#### **Section 5.2     Duties of Directors**

The property, affairs, activities and business of the Alliance shall be vested in its Board of Directors, which shall have the right to exercise all powers of the Alliance as permitted by law. Pursuant to such limitations specified in these Bylaws, the Board of Directors may: (a) hold meetings at such times and places as it deems proper; (b) as provided for in Section 3.5, admit Members and terminate Membership; (c) appoint committees of the Board from the Directors then serving on the Board and Members; (d) audit bills and disburse the funds of the Alliance; (e) print and circulate documents and publish articles; (f) carry on correspondence and communicate with other organizations, including those interested in storage technology; (g) engage agents and advisors; (h) purchase, acquire, lease, transfer, or otherwise enter into arrangements involving real or chattel property; (i) elect or remove the Officers to the Board of Directors; (j) recommend the removal of members of the Board of Directors for cause and appoint Steering Committee Members to vacated seats on the Board of Directors; (k) approve awards given in the name of the Alliance; (l) adopt resolutions to guide the progress of the Alliance; (m) amend these Bylaws as permitted by law; and (n) devise and carry into execution such other measures as it deems proper and expedient to promote the objectives of the Alliance and to best protect the interests and welfare of the Members. Directors shall not receive any salary or compensation for their service on the Board of Directors. The Board of Directors may delegate duties to the Executive Committee and/or Executive Director by majority vote of a quorum.

#### **Section 5.3     Meetings of the Board**

The Board of Directors shall hold at a minimum an annual meeting each year and may elect the time and place for the annual, regular and special meetings of the Board. During the annual meeting: (a) the budget will be approved; and (b) the strategic plan, outlining the activities of the organization, will be updated. General members shall not have the right to vote at this meeting. The Chairperson, the Executive Committee or a majority of the Directors then in office may call a special meeting or adjust a regularly scheduled meeting time, provided that minimum ten (10) days notice for the new meeting time is given and that a reasonable rationale prompted the decision to modify the meeting time.

#### **Section 5.4     Notice**

Notice of the time and place of the annual and regular meetings of the Board shall be given at least ten (10) days, and not more than 90 days, prior to the meeting; notice of a special meeting shall be given at least forty-eight (48) hours in advance of the meeting. Notice shall be given to each Director by electronic communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director. All such notices shall be communicated to the Director's physical address, e-mail address or telephone number as shown on the records of the Alliance. Notice of a meeting shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Written materials relating to voting items shall be delivered by electronic communication at least forty-eight (48) hours prior to the meeting, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director.

### **Section 5.5 Quorum and Voting**

A majority of the entire Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board. At any meeting of the Board of Directors where a quorum is present, a majority of those present shall decide any matter, unless otherwise required by law, the Articles of Incorporation, or these Bylaws.

### **Section 5.6 Action Without a Meeting**

Any action required or permitted to be taken at any Board meeting may be taken without a meeting if consent in writing, setting forth the action as taken, shall be signed by all of the Directors with respect to such subject matter. Such consent, which may be signed in counterparts, shall have the same force and effect as a vote of the Board of Directors.

### **Section 5.7 Terms of Office**

The term of office for a Director shall be one (1) year. There are no term limits for Steering Committee appointed Directors, and the terms are automatically renewed for as long as the Steering Committee Member that appointed the Director retains such status. Board positions are held by the individuals appointed by Steering Committee Member companies or elected by General Members. If a Board member changes employment during the term of office, that Steering Committee Member who appointed the Director may appoint a new Director to serve the remainder of the term of office.

### **Section 5.8 Resignation**

Any Director may resign at any time by providing written notice of same to the Chairperson.

### **Section 5.9 Vacancies**

Any vacancy on the Board of Directors, by death, resignation, or otherwise, shall be filled without undue delay through appointment by the represented Steering Committee Member. A Director appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office. 21

### **Section 5.10 Removal of Directors**

A Director elected by the General Members may be removed with or without cause by a majority vote of the General Members or with cause, as defined by applicable law, by the Board of Directors. A Director appointed by a Steering Committee Member or an Independent Steering Committee Member may be removed with or without cause by the Member which appointed him or her, as defined by applicable law,

by an affirmative vote of two-thirds of the entire Board. No member of the Board of Directors shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the Director whose removal is sought.

## ARTICLE VI – OFFICERS

### Section 6.1 Composition

The elected Officers include (a) the Chairperson, (b) the Vice Chairperson, (c) the Treasurer and d) the Secretary. The duties of the Secretary and Treasurer may be fulfilled either by separate Officers or by a “Secretary/Treasurer”. All officers shall serve without compensation.

### Section 6.2 Duties of the Chairperson

The Chairperson is the chief elected officer of the Alliance. The Chairperson, or other proper officer or agent of the Alliance, shall preside at all meetings of CESA, the Board of Directors, and the Executive Committee. The Chairperson may sign any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized be executed and he/she shall perform such other duties as may be required or permitted by these Bylaws, or as the Board may from time to time direct.

### Section 6.3 Duties of the Vice Chairperson

The Vice Chairperson shall preside at all meetings of the Alliance, the Board, or the Executive Committee in the absence of the Chairperson. He/she shall also perform such other duties as the Board may from time to time direct. Upon the death, resignation, removal, or incapacity to act of the Chairperson, the Vice Chairperson shall succeed to the office of Chairperson for the unexpired portion of the Chairperson’s term upon approval by a majority vote of the Board.

### Section 6.4 Duties of the Secretary/Treasurer

The Secretary/Treasurer with support of CESA staff shall keep or cause to be kept the minutes of all Board meetings, shall insure that all notices are given in accordance with the provisions of these Bylaws and shall have charge of all CESA files. He/she shall receive and retain or cause to be retained the minutes of all Board meetings of CESA as well as Executive Committee and committees. The Secretary/Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the offices of the Secretary/Treasurer and as the Board may prescribe from time to time.

The Secretary/Treasurer shall also provide oversight and guidance on financial matters of CESA and shall keep or cause to be kept financial records of CESA. The Secretary/Treasurer, or other proper officer or agent of the Alliance authorized by the Board of Directors, shall have charge and custody of and be responsible for all funds and securities of the Alliance; receive and give receipt for moneys due and payable to the Alliance from any source whatsoever; and deposit all such moneys in the name of the Alliance in such banks, trust companies or other depositories as shall be selected by the Board of Directors. The Secretary/Treasurer shall present or cause to be presented, an annual budget. The Secretary/Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the offices of the Treasurer and as the Board may prescribe from time to time.

### Section 6.5 Terms of Office

Officers shall serve terms of one year, subject to a maximum of three consecutive years. There shall be no limit on Board members serving in different Officer roles subject to the three year term-limit, or in the same Officer role so long as the consecutive-year service restrictions and other requirements are met.

#### **Section 6.6      Nomination and Election of Officers**

Officers shall be elected annually by and from among the members of the Board of Directors. The election process shall generally occur by the third month of each calendar year.

#### **Section 6.7      Resignation and Removal of Officers**

An Officer may resign at any time by providing written notice of same to the Chairperson or, in the case of the resignation of the Chairperson, to the Vice Chairperson. An Officer may be removed either with or without cause, at any time, by an affirmative vote of two-thirds of the entire Board at any meeting of the Board of Directors. No Officer shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the Officer whose removal is sought.

#### **Section 6.8      Vacancies**

In the event of a vacancy in the office of Chairperson, the Vice Chairperson shall succeed to the office of Chairperson, upon a majority vote of the Board of Directors. In the event of a vacancy in any other office, the Board of Directors shall elect another eligible individual to serve the balance of the predecessor's term.

#### **Section 6.9      Executive Committee**

The elected Officers shall constitute the Executive Committee of the Alliance. A quorum for a meeting of the Executive Committee is three (3); the Executive Committee may act only by a majority vote at a meeting attended by a quorum. Actions of the Executive Committee shall be reported promptly to the Board of Directors. The Executive Committee shall have the authority to act on the behalf of the Board between meetings of the Board with respect to matters not requiring full Board approval either pursuant to applicable law or pursuant to prior direction of the Board.

### **ARTICLE VII – COMMITTEES**

#### **Section 7.1      Composition**

The Board of Directors may establish Committees other than the Executive Committee as it deems appropriate from time to time. Each Committee may establish the procedures by which it is operated, provided that such procedures are consistent with guidelines established by the Board of Directors. Members of such committees shall serve at the pleasure of the Board and shall have only those powers specifically delegated to them by the Board. Steering Committee Members and General Members may serve on committees; however, General Members shall not be entitled to vote on committee matters, unless that General Member is elected to the Board to represent the General Members pursuant to CESA Bylaws Section 5.1. The Executive Director will oversee support functions for the Board-appointed Committees. Associate Members are not eligible to serve on Committees.

#### **Section 7.2      Removal of Committee Members**



Any Committee member may be removed with or without cause by the Board of Directors.

## **ARTICLE VIII – CORPORATE TRANSACTIONS**

### **Section 8.1 Contracts**

The Board may authorize any Officer(s) or agent(s) of CESA, including, but not limited to, its Executive Director, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of CESA. Such authority may be general or confined to specific instances.

### **Section 8.2 Indebtedness**

All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Alliance, shall be signed by such officer or agent, including the Executive Director, of the Alliance as from time to time may be determined by the Board of Directors. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer of the Alliance.

### **Section 8.3 Deposits**

All funds of the Alliance shall be deposited from time to time to the credit of the Alliance in such banks, trust companies or other depositories as the Board of Directors shall select.

## **ARTICLE IX – GENERAL**

### **Section 9.1 Interest in Alliance Funds and Property**

No Member shall have any ownership or other interest in any funds or other property of CESA.

### **Section 9.2 Restrictions on Activities**

Notwithstanding any other provisions of these Bylaws, no Director, Officer, employee, agent or other representative of the Alliance shall take any action or carry on any activity by or on behalf of the Alliance not permitted to be taken by an organization exempt under Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax law.

### **Section 9.3 Minutes**

Minutes shall be kept of all meetings, including meetings of the Board of Directors, the Executive Committee and other committees. All minutes shall be forwarded to and reviewed by the Secretary. A copy of meeting minutes will be provided to any General Member upon request.

### **Section 9.4 Participation by Telephone or Other Electronic Means**

Meetings of the Executive Committee, the Board of Directors and any committees thereof may be conducted, in whole or in part, by telephone or other appropriate electronic means, provided, however, that the persons participating by these means can communicate with all of the other participants, have access to the same information as the other participants, and can otherwise participate effectively in the affairs of the meeting. Such participation shall constitute presence in person at such meeting.

**Section 9.5 Meetings**

Attendance at all Board and Committee meetings shall be limited to Steering Committee Member Representatives and General Member Representatives unless provided otherwise by a majority vote of the Board or the Executive Committee.

**Section 9.6 Distribution of Assets upon Dissolution**

In the event of dissolution of CESA, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Alliance to the extent assets of the Alliance permit, distribute any surplus funds or other assets on hand in accordance with the relevant provisions of all applicable laws, including Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, and applicable statutes of the State of California.

**Section 9.7 Executive Director**

The Board of Directors may engage or employ an Executive Director and/or a management services provider which shall provide an individual to serve as CESA's Executive Director. The Executive Director shall perform duties as are provided in these Bylaws and as are delegated to him/her by the Board of Directors or the Executive Committee in accordance with the engagement or employment agreement. Without prejudice to the complete authority of the Board of Directors to manage the affairs and properties of the Alliance, the Executive Director may have charge of publications, records, property, correspondence and daily activities of the Alliance and shall report regularly thereon to the Board and the Executive Committee. The Executive Director may also be responsible for all legal reporting and accounting functions.

**Section 9.8 Books and Records**

Members shall be entitled to access the Alliance's books and records only to the extent required by applicable law.

**Section 9.9 Parliamentary Procedure**

To the extent not inconsistent with the Alliance's Articles of Incorporation, these Bylaws or any duly adopted policies or procedures, the meetings and operations of the Alliance shall be governed by the most recent edition of Robert's Rules of Order.

**ARTICLE X – INDEMNIFICATION OF DIRECTORS AND OFFICERS**

To the full extent permitted by applicable law, CESA shall indemnify and hold harmless each person who has been, is now or shall hereafter be a Director or Officer of CESA, from and against any and all claims and liability, whether the same are settled or proceed to judgment, to which such person shall have become subject by reason of his/her having heretofore or hereafter taken or omitted to take an action by him/her as such Director or Officer. CESA shall reimburse each such person for all legal and other expenses, including the cost of settlement reasonably incurred by him/her in connection with any such claim, liability, suit, action or proceeding; provided, however, that no such person shall be indemnified against, or be reimbursed for, any claims, liabilities, costs or expenses incurred in connection with any claim or liability, or threat or prospect thereof, based upon or arising out of his/her own willful misconduct in the performance of his/her duties as such Director or Officer. During the pendency of any proceeding based on such claim or liability, the Alliance shall pay the expenses incurred in defense

thereof upon receipt of an undertaking by the person seeking the advance to repay such amounts if he/she is found to have engaged in willful misconduct. The determination of all questions as to the existence of willful misconduct, and as to the right to indemnity and reimbursement hereunder and the reasonableness of such costs and expenses may be made, and shall be final and conclusive if made, by the Board of Directors of CESA acting at a meeting at which any interested Directors are not counted for quorum purposes and do not participate in the vote. The rights accruing to any person under the provisions of this Article shall not exclude any other right to which he/she may be lawfully entitled, nor shall anything herein contained restrict the right of CESA to indemnify or reimburse such person in any case even though not specifically herein provided for. CESA shall have the power to purchase and maintain insurance to indemnify: (a) itself or any obligation which it incurs as a result of the indemnification of any person under the provisions of this Article or the provisions of any law; (b) any person in an instance in which he/she may be indemnified by the Alliance under the provisions of this Article, or the provisions of any law; or (c) any person in all instances, regardless of whether such indemnification is permitted by law, provided, however, that such contract or insurance satisfies the requirements imposed by law.

## **ARTICLE XI – AMENDMENTS**

### **Section 11.1 To the Bylaws**

Alteration, amendment or repeal of these Bylaws may be accomplished by a two-thirds vote of the Board of Directors, or where required by California law, a majority vote of the Steering Committee Members. Notice of intention to move a proposed amendment of these Bylaws, along with a copy of the proposed amendments, shall accompany the notice of the Board of Directors or Steering Committee Member meeting.

### **Section 11.2 To the Articles of Incorporation**

Should an amendment to the Articles of Incorporation be deemed necessary, the Board shall adopt a resolution setting forth the proposed amendment and, if required by applicable law, directing that it be submitted to a vote at a meeting of the Steering Committee Members. Notice setting forth the proposed amendment or a summary of the changes to be effected shall accompany the notice of the Steering Committee Member meeting. The proposed amendment shall be adopted upon receiving a two-thirds vote of the Board of Directors, or where required by California law, a two-thirds vote of the Steering Committee Members. If the proposed amendment is adopted, Articles of Amendment shall be executed and filed in accordance with the laws of the State of California.

As Amended: June 18, 2019