

AMENDED AND RESTATED BYLAWS OF  
INDIANA PHILANTHROPY ALLIANCE FOUNDATION, INC.

ARTICLE I

General

Section 1. Name. The name of the corporation is Indiana Philanthropy Alliance Foundation, Inc. (f/k/a Indiana Grantmakers Alliance Foundation, Inc., and Indiana Donors Alliance Foundation, Inc.) (the "Corporation").

Section 2. 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.

ARTICLE II

Membership

The Corporation shall have no members, although it may use the term "members" to identify individuals, corporations, associations, or other organizations as permitted by the Corporation's Amended and Restated Articles of Incorporation (the "Articles").

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 and these Bylaws. Unless otherwise determined by the Board of Directors of Indiana Philanthropy Alliance, Inc. (the "Supported Organization"), at all times the Board of Directors of the Corporation shall comprise (i) those persons who are officers of the Supported Organization, and (ii) up to two persons appointed by the Chair of the Supported Organization; provided, however, that if the officers of the Supported Organization shall, at any time and for

any reason, be so small in number that the Corporation's directors would number less than three, then the Chair of the Supported Organization shall appoint one or more members of the Board of Directors of the Supported Organization as additional directors of the Corporation, such that the directors of the Corporation always shall number at least three. The directors of the Corporation appointed pursuant to the procedure set forth in the preceding sentence shall serve for terms as determined by the Chair of the Supported Organization, but appointees of the Supported Organization's Board of Directors automatically shall be removed from the Board of Directors of the Corporation once the number of officers of the Supported Organization is again large enough so that the Corporation's directors number three or more.

Section 2. Terms. The terms of directors of the Corporation who serve by virtue of their office with the Supported Organization shall be coterminous with their terms of office with the Supported Organization.

Section 3. Quorum and Voting. One-third (1/3) of the directors in office and who are qualified to vote 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. Each director shall have one vote on each matter to come before the Board of Directors.

Section 4. Regular Meetings. The Board of Directors may hold regular meetings, as fixed by these Bylaws 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. Such regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting.

Section 5. Special Meetings. Notwithstanding the preceding Section of this Article, the Board of Directors may hold special meetings for any lawful purpose upon call by either the Chair of the Corporation or twenty percent (but not less than two) of the directors of the Corporation. 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. The purpose of any such meeting need not be specified.

Section 6. Notice of Special Meetings. 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 to each member of the Board of Directors so that such notice is effective at least two days before the date of the meeting. The notice need not 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.

Section 7. Waiver of Notice Of Special Meetings. Notice may be waived in a 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 Corporation's Board of Directors shall constitute a waiver of 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 8. Means of Communication. The Board of Directors may (a) permit a director to participate in a regular or special meeting by or (b) conduct a regular or special meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by such means shall be considered present in person at the meeting.

Section 9. 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 describing such action is signed by each director or committee member, as the case may be, and such written consent 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 10. Removal and Vacancies. Any director who is not an officer of the Supported Organization may be removed or replaced by the Chair of the Supported Organization at any time and with or without cause, and any vacancy in the position of such a director shall be filled by the Chair of the Supported Organization.

## ARTICLE IV

### Officers

Section 1. In General. The offices of the Corporation shall be the same as those of the Supported Organization from time to time. The officers of the Corporation shall be the same persons as from time to time serve as officers of the Supported Organization (including the President or Chief Executive Officer of the Supported Organization, if any). Upon becoming an officer of the Supported Organization, a person automatically shall be elected as and become the respective officer of the Corporation, and upon ceasing to be such officer of the Supported Organization, such person automatically shall cease to be the respective officer of the Corporation.

Section 2. Duties of Officers. Each officer of the Corporation shall perform such functions and duties as correspond to her or his respective office with the Supported Organization, and such other functions and duties as are normally discharged by such officer or as the Board of Directors or the principal officer of the Board may assign. The Secretary of the Corporation (if such office exists with the Supported Organization) or another officer designated by the Board shall prepare minutes of the meetings of the Board of Directors and authenticate records of the Corporation, as necessary.

## ARTICLE V

### Committees

Section 1. Executive Committee. The Board of Directors may, by resolution adopted by a majority of the directors then in office, designate the officers of the Corporation or others to constitute an Executive Committee for the Corporation which, to the extent provided in

such resolution and consistent with applicable law, shall have and exercise all of the authority of the Board of Directors in the management of the Corporation's affairs during intervals between the meetings of the Board of Directors. The Corporation's Executive Committee shall be subject to the authority and supervision of its Board of Directors. A member of the Corporation's Executive Committee may be removed by the Corporation's Board of Directors at any time, with or without cause.

Section 2. Other Committees. The Board of Directors may establish other committees, in addition to the Executive Committee, 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, but need not, be members of the Board of Directors. A committee member appointed by the Board of Directors may be removed by a majority vote of the Board of Directors, with or without cause.

## ARTICLE VI

### 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 director, officer, or employee 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 Section 3 of 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 or 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 director, officer, or employee 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 or not 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, fines, 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 the 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 the preceding Section 1 of 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 which are 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, employees, 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 or not 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 directors or officers, or other persons.

ARTICLE VII  
Contracts, Checks, Loans, Deposits and Gifts

Section 1. Contracts. Subject to the provisions of these Bylaws, each of the Corporation's officers individually (including its President or Chief Executive Officer, if any), or any other officer or agent of the Corporation authorized by the Board of Directors, may enter into any contract or execute any instrument on its behalf. Such authorization by the Board of Directors may be general or confined to specific instances. Unless so authorized in these Bylaws

or 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 the President or Chief Executive Officer (if any), Chair, or Treasurer of the Corporation, individually, or 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.

No loan shall be made by or contracted for on behalf of the Corporation and no evidence of indebtedness shall be issued in its name without approval of both the President/CEO and the Chair or Treasurer of the Corporation, or other such person or persons approved by the Board. Such designation 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 or the Corporation's President or Chief Executive Officer, Chair, or Treasurer, individually, may specify. Such specification 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 the Board of Directors shall determine.

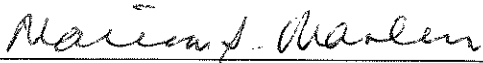
Section 6. Changes in Authorization. Any or all authority granted to officers in this Article may be modified, limited, or withdrawn by the Corporation's Board of Directors at any time.

ARTICLE VIII

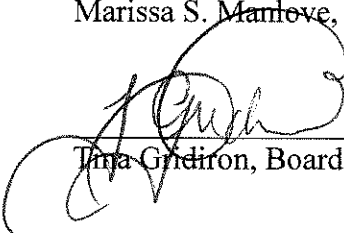
Amendments

The power to make, alter, amend, or repeal the Bylaws is vested in the Board of Directors of the Corporation.

These Bylaws were amended through a majority vote on the 5th day of December, 2014. The undersigned President and Secretary of the Corporation, this 12-5-14, hereby verify, subject to penalties of perjury, that the facts contained herein are true.



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Marissa S. Manlove, President and CEO

  
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Tina Gindron, Board Secretary