**BYLAWS**

**OF**

**[NAME]**

These Bylaws (these “Bylaws”) for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Company”) are dated effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_, 20\_\_\_\_.

#  Formation

## **Formation**. The Company was formed as a corporation under and pursuant to the Texas Business Organizations Code (the “BOC”) and other relevant laws of the State of Texas.

## **Name**. The name of the Company shall be [NAME]. The Company shall conduct business under that name or such other names complying with applicable law as the Board of Directors may determine from time to time.

## **Principal Office**. The Company’s principal office shall be as established by the Board of Directors may determine from time to time.

## **Registered Office and Registered Agent**. The name of the Company’s initial registered agent and the initial registered office of the Company is as set forth in the Company’s Certificate of Formation. The Board of Directors may change the registered office and the registered agent of the Company from time to time. The Board of Directors may cause the Company to qualify to do business as a corporation (or other entity in which the shareholders have limited liability) in any other jurisdiction and to designate any registered office or registered agent in any such jurisdiction.

#  Shareholder Meetings

## **Location of Meeting**. Meetings of the shareholders of the Company may be held at the principal office of the Company or a place in or outside the state as agreed to by all Persons entitled to notice of the meeting. For clarity, a shareholder may participate in meetings using a method identified in Section 2.2 subject to that Section.

## **Alternative Forms of Meeting**.

### The shareholders may hold meetings by using a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each individual participating in the meeting to communicate with all other individuals participating in the meeting.

### If voting is to take place at the meeting, the Company must implement reasonable measures to verify that every Person voting at the meeting by means of remote communications is sufficiently identified.

## **Annual Meeting**. The annual meeting of shareholders shall be held on such date, time and place, as may be designated by resolution of the Board of Directors each year. At the meeting, directors shall be elected and any other proper business may be transacted.

## **Special Meeting**.

### A special meeting of the shareholders may be called at any time by the Board of Directors, the President, or by one or more shareholders holding shares in the aggregate entitled to cast not less than ten percent (10%) of the votes at that meeting.

### If a special meeting is called by any Person other than the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President, the request shall be in Writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be given in a manner described in Section 9.1 to the Company. The Company must then give notice of the special meeting to the shareholders in accordance with Section 2.5 within ten (10) days of the Company’s receipt of the request, and if the Company does not give such notice, the requesting Person may give such notice. No business may be transacted at such special meeting otherwise than specified in such notice.

## **Notice of Meeting**. Notice of a meeting of the shareholders must be given to the shareholder in a manner described in Section 9.1 and state the date, time, and location of the meeting.

## **Time of Notice**. Notice shall be given not later than the tenth (10th) day or earlier than the sixtieth (60th) day before the date of the meeting.

## **Quorum**. Shareholders of the Company owning a majority of the shares of stock in the Company entitled to vote at the meeting constitute a quorum for the purpose of transacting business at a meeting of the shareholders. If, however, such quorum is not present or represented at any meeting of the shareholders, then either (a) the Chairman of the meeting or (b) holders of a majority of the shares of stock entitled to vote who are present, in person or by proxy, shall have power to adjourn the meeting to another place (if any), date or time.

## **Adjourned Meeting; Notice**. When a meeting is adjourned to another date, time, or location, notice need not be given of the adjourned meeting if the date, time, and location are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Company may transact any business that might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, notice of the date, time, and location shall be given.

## **Organization; Conduct of Business**.

### The President or, in his or her absence, such person as may be chosen by the holders of a majority of the shares entitled to vote who are present, in person or by proxy, shall call to order any meeting of the shareholders and act as Chairman of the meeting. In the absence of the Secretary of the corporation, the Secretary of the meeting shall be such Person as the Chairman of the meeting appoints.

### The Chairman of any meeting of shareholders shall determine the order of business and the procedure at the meeting, including the manner of voting and the conduct of business. The date and time of opening and closing of the polls for each matter upon which the shareholders will vote at the meeting shall be announced at the meeting.

## **Voting**. Except as may be otherwise provided in the Certificate of Formation, each shareholder shall be entitled to one vote for each share of capital stock held by such shareholder. All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority of the votes cast affirmatively or negatively.

## **Waiver of Notice**. Notice of a meeting is not required to be given to a shareholder if the shareholder signs a Written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting. If a shareholder participates in the meeting, the shareholder’s participation constitutes a waiver of notice of the meeting unless the shareholder participates in the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

## **Shareholder Action by Written Consent Without a Meeting**. An action may be taken without holding a meeting, without providing notice, or without taking a vote if a Written consent or consents stating the action to be taken is obtained from the number of shareholders necessary to have at least the minimum number of votes that would be necessary to take the action at a meeting at which each shareholder entitled to vote on the action is present and votes. Any of the following shall satisfy the requirement for a Written consent: an originally signed document; a photographic, photostatic, facsimile or similarly reliable reproduction of an originally signed document; or an electronic message if the transmission contains or is accompanied by information allowing a determination (a) that the message was transmitted by the consenting shareholder and (b) of the date of the transmission. Unless otherwise dated, a consent given by electronic message is considered given on the date transmitted. With regard to any action approved in accordance with these Bylaws by Written consent of less than all shareholders, no prior notice is required to be given to non-approving shareholders.

## **Record Date for Shareholder Notice; Voting; Giving Notice**.

### In order that the Company may determine the shareholders entitled to notice of or to vote at any meeting of shareholders, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting.

### If the Board of Directors does not so fix a record date, the record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

### A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of the meeting, if such adjournment is for thirty (30) days or less; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

## **Proxies**. Each shareholder entitled to vote at a meeting of shareholders may authorize another Person to act for such shareholder by an instrument in Writing and filed with the Secretary of the corporation, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be deemed signed if the shareholder’s name is placed on the proxy as a signature by the shareholder or the shareholder’s attorney-in-fact.

#  Directors

## **Powers**. Subject to the other provisions of the Certificate of Formation, these Bylaws and the requirements of the BOC, the exclusive authority to manage, control and operate the Company shall be vested in the Board of Directors of the Company. The foregoing shall not restrict the authority of the officers of the Company as described in Article 4 below. By the unanimous vote of all of the directors, the authority of the Board of Directors to act may be delegated to a committee of less than all of the directors.

## **Number of Directors**.

### The Board of Directors of the Company may consist of one or more Persons. Except as provided by subsection (b) of this Section 3.2, the number of directors of the Company consists of the number of initial directors listed in the Company’s Certificate of Formation.

### The number of directors of the Company may be increased or decreased by resolution of the Board of Directors or of the shareholders.

## **Election, Qualification and Term of Office**.

### Except as provided in Section 3.4 of these Bylaws, directors shall be elected at each annual meeting of shareholders to hold office until the next annual meeting. Directors need not be shareholders unless so required by the Certificate of Formation or these Bylaws, wherein other qualifications for directors may be prescribed. Each director, including a director elected to fill a vacancy, shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal.

### Unless otherwise specified in the Certificate of Formation, elections of directors need not be by written ballot.

## **Resignation and Removal**.

### A director may resign at any time by giving Written notice to the Company. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### A director may be removed, with or without cause, by, the affirmative vote of the holders of the shares of the class or series of stock entitled to elect such director.

## **Vacancies**. A vacancy in the position of a director may be filled by may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election; provided, however, that where such vacancy occurs among the directors elected by the holders of a class or series of stock, the holders of shares of such class or series may override the Board of Directors’ action to fill such vacancy by voting for their own designee to fill such vacancy at a meeting of the corporation’s shareholders.

## **Location of Meeting**. Meetings of the Board of Directors of the Company may be held at the principal office of the Company or a place in or outside the state as agreed to by all Persons entitled to notice of the meeting. For clarity, a director may participate in meetings using a method identified in Section 3.7 subject to that Section.

## **Alternative Forms of Meeting**.

### The Board of Directors may hold meetings by using a conference telephone or similar communications equipment, or another suitable electronic communications system, including videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each individual participating in the meeting to communicate with all other individuals participating in the meeting.

### If voting is to take place at the meeting, the Company must implement reasonable measures to verify that every director voting at the meeting by means of remote communications is sufficiently identified.

## **Quorum and Act of Board of Directors or Committee of Directors**. A majority of all the directors or members of a committee of directors constitutes a quorum for the purpose of transacting business at a meeting of the directors or committee of the directors. The affirmative vote of the majority of the directors or members of a committee of the directors present at a meeting at which a quorum is present constitutes an act of the directors or committee of the directors, as appropriate.

## **Waiver of Notice**. Notice of a meeting is not required to be given to a director if the director signs a Written waiver of notice of the meeting, regardless of whether the waiver is signed before or after the time of the meeting. If a director participates in the meeting, the director’s participation constitutes a waiver of notice of the meeting unless the director participates in the meeting solely to object to the transaction of business at the meeting on the ground that the meeting was not lawfully called or convened.

## **Director Action by Written Consent Without a Meeting**. An action may be taken without holding a meeting, without providing notice, or without taking a vote if a Written consent or consents stating the action to be taken is obtained from the number of directors necessary to have at least the minimum number of votes that would be necessary to take the action at a meeting at which each director entitled to vote on the action is present and votes. Any of the following shall satisfy the requirement for a Written consent: an originally signed document; a photographic, photostatic, facsimile or similarly reliable reproduction of an originally signed document; or an electronic message if the transmission contains or is accompanied by information allowing a determination (a) that the message was transmitted by the consenting director and (b) of the date of the transmission. Unless otherwise dated, a consent given by electronic message is considered given on the date transmitted. With regard to any action approved in accordance with these Bylaws by Written consent of less than all directors, no prior notice is required to be given to non-approving directors.

#  Officers

## **Officers**. The officers of the Company shall be a President and a Secretary. The Board of Directors may appoint such other officers of the Company as the Board may deem appropriate.

### In addition to the other responsibilities designated by the Board of Directors, subject to such supervisory powers (if any) as may be given by the Board of Directors to the another officer, the President shall have general supervision, direction, and control of the business and other officers of the corporation. He or she shall have the general powers and duties of management usually vested in the office of President of a corporation and such other powers and duties as may be prescribed by the Board of Directors.

### In addition to the other responsibilities designated by the Board of Directors, the Secretary shall keep or cause to be kept, at the principal executive office of the Company or such other place as the Board of Directors may direct, (i) a book of minutes of all meetings and actions of the shareholders, directors, and committees of directors; and (ii) a share register, or a duplicate share register, showing the names of all shareholders and their addresses, the number and classes of shares held by each, the number and date of certificates (if any) evidencing such shares, and the number and date of cancellation of every certificate (if any) surrendered for cancellation.

## **Appointment of Officers**. The officers of the Company shall be appointed by the Board of Directors.

## **Resignation and Removal**.

### An officer may resign at any time by giving Written notice to the Company. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

### Subject to an employment agreement between the Company and the officer, an officer may be removed, with or without cause, by the Board of Directors.

## **Vacancies**. A vacancy in any office of the Company may be filled by may be filled by the Board of Directors.

## **Authority and Duties of Officers**. In addition to the foregoing authority and duties, all officers of the corporation shall respectively have such authority and perform such duties in the management of the business of the Company as may be designated from time to time by the Board of Directors or the shareholders.

#  Exculpation, Indemnification and Advancement

## **Exculpation**.

### For purposes of these Bylaws, “Covered Person” means (i) any shareholder, (ii) any director, and (iii) any officer of the Company. The term “Covered Person” shall also mean any Person with the power, whether through ownership of voting securities, by contract or otherwise, to direct or cause the direction of the actions of s shareholder or a director (a “Control Person”).

### No Covered Person shall be liable to the Company or the shareholders for any loss, damage or claim incurred by reason of any act or omission (whether or not constituting negligence) performed or omitted by the Covered Person, provided that such act or omission did not constitute gross negligence, bad faith, or willful misconduct.

### The provisions of this Section are intended to limit liability with regard to duties, if any, owed or asserted to be owed by Covered Persons, and such provisions shall in no way be deemed to create or impose duties on Covered Persons.

## **Scope of Duties of Covered Persons**.

### The shareholders, in their capacity as shareholders, are not agents of the Company and have no agency authority on behalf of the Company. The shareholders, in their capacity as shareholders, owe no fiduciary duty to the Company, the directors, or the other shareholders.

### The fiduciary duties of the directors that are owed by reason of their capacity as directors are owed to the Company, and the directors shall owe no fiduciary duty to any individual shareholder or directors. The fiduciary duty to the Company of a director or officer, and the fiduciary duty to the Company, if any, of a Control Person of a director or officer, shall be limited to refraining from acts or omissions constituting gross negligence, bad faith or willful misconduct.

## **Indemnification**. A Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by that Covered Person by reason of any act or omission (whether or not constituting negligence) performed or omitted by that Covered Person in the capacity of a Covered Person, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by that Covered Person by reason of that Covered Person’s bad faith, gross negligence, or willful misconduct. Any indemnity under this Section shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account thereof.

## **Expenses**. Expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company before the final disposition of the claim, demand, action, suit or proceeding upon receipt by the Company of a Written undertaking by or on behalf of the Covered Person to repay that amount if it shall be determined that the Covered Person is not entitled to be indemnified under Section 5.3. The Company may enter into indemnity contracts with any Covered Person and the directors may adopt Written procedures pursuant to which arrangements are made for the advancement of expenses and the funding of obligations under this Section and containing other procedures regarding indemnification as are appropriate.

## **Insurance**. The Company may purchase and maintain insurance, to the extent and in amounts the directors deem reasonable, on behalf of Covered Persons and other Persons as the Managers shall determine, against any liability that may be asserted against or expenses that may be incurred by that Person in connection with the activities of the Company, regardless of whether the Company would have the power to indemnify that Person against the liability under this Agreement. The Company shall have no obligation to fund indemnification of any Person to the extent the liability is covered by insurance. The Company’s obligation to fund indemnification of any Person shall commence only after all available insurance has been exhausted.

## **Duration of Protection**. All provisions of this Article shall apply to any former shareholder, director, or officer, or Control Person thereof, for all actions or omissions taken while such shareholder, director, or officer was a shareholder, director, or officer, as applicable, to the same extent as if that person were still a shareholder, director, or officer, as applicable.

#  Records and Reports

## **Books and Records**.

### The books and records of the Company shall be maintained at the Company’s principal office, and each director shall be allowed reasonable access to such records for a purpose reasonably related to the director’s service to the Company in a management capacity.

### The Company shall provide shareholder access to the Company’s books and records to the extent and as provided by this subsection. A shareholder who desires to examine or copy any of the Company’s books and records (the “Requester”) shall give Written notice to the Company specifying the books and records that the Requester desires to examine or copy and stating a proper purpose for examining or copying the requested books and records. Subject to this subsection and subsection (c) of this Section, within five days after the Requester submits such a Written notice, the Company will make available at its principal office the requested books and records if the requested books and records are required to be maintained by the Company under the BOC or consist of other information regarding the business, affairs and financial condition of the Company that is reasonable for the Requester to examine and copy. The requested books and records will be made available during regular business hours, and the examination and copying shall be at the expense of the Requester. The Company may deny a Requester access to the Company’s books and records and information if the Requester: (i) has improperly used information obtained through a prior examination of the books and records of the Company or of any other entity; or (ii) was not acting in good faith or for a proper purpose in making the Requester’s request for information.

### The Company may keep confidential from a Requester, for such period of time as the directors deem reasonable, any information that the directors reasonably believe to be in the nature of trade secrets or other information the disclosure of which the directors in good faith believe is not in the best interest of the Company or could damage the Company or its business or which the Company is required by law or by agreement with a third party to keep confidential.

## **Financial Information**. As soon as is reasonably practicable after the end of each Company fiscal year, the directors shall cause to be prepared and furnished to each shareholder, at Company expense, a balance sheet of the Company (dated as of the end of the fiscal year then ended), and a related statement of income, loss and change in financial position for the Company (for the same year).

#  General Matters

## **Execution of Corporate Contracts and Instruments**.The Board of Directors, except as otherwise provided in these Bylaws, may authorize any officer or officers, or agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Company; such authority may be general or confined to specific instances. Unless so authorized or ratified by the Board of Directors or within the agency power of an officer, no officer, agent or employee shall have any power or authority to bind the Company by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

## **Stock Certificates and Notices; Uncertificated Stock; Partly Paid Shares**.

### The shares of the Company may be certificated or uncertificated, as provided under Texas law, and shall be entered in the books of the Company and recorded as they are issued. Any or all of the signatures on any certificate may be a facsimile or electronic signature. In case any officer, transfer agent or registrar who has signed or whose facsimile or electronic signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Company with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

### Within a reasonable time after the issuance or transfer of uncertificated stock and upon the request of a shareholder, the Company shall send to the record owner thereof a written notice that shall set forth the name of the Company, that the Company is organized under the laws of Texas, the name of the shareholder, the number and class (and the designation of the series, if any) of the shares, and any restrictions on the transfer or registration of such shares of stock imposed by the Company’s Certificate of Formation, these Bylaws, any agreement among shareholders or any agreement between shareholders and the Company.

### The Company may issue the whole or any part of its shares as partly paid and subject to call for the remainder of the consideration to be paid therefor. Upon the face or back of each stock certificate (if any) issued to represent any such partly paid shares, or upon the books and records of the Company in the case of uncertificated partly paid shares, the total amount of the consideration to be paid therefor and the amount paid thereon shall be stated. Upon the declaration of any dividend on fully paid shares, the Company shall declare a dividend upon partly paid shares of the same class, but only upon the basis of the percentage of the consideration actually paid thereon.

## **Special Designation on Certificates and Notices of Issuance.** If the Company is authorized to issue more than one class of stock or more than one series of any class, then the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of the certificate that the Company shall issue to represent such class or series of stock or the notice of issuance to the record owner of uncertificated stock; provided, however, that, except as otherwise provided in section 21.210 of the BOC, in lieu of the foregoing requirements there may be set forth on the face or back of the certificate that the Company shall issue to represent such class or series of stock or the notice of issuance to the record owner of uncertificated stock, or the purchase agreement for such stock a statement that the Company will furnish without charge to each shareholder who so requests the powers, the designations, the preferences, and the relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

## **Lost Certificates**. Except as provided in this Section, no new certificates for shares shall be issued to replace a previously issued certificate unless the latter is surrendered to the Company and cancelled at the same time. The Company may issue a new certificate of stock or notice of uncertificated stock in the place of any certificate previously issued by it, alleged to have been lost, stolen or destroyed, and the Company may require the owner of the lost, stolen or destroyed certificate, or the owner’s legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares.

## **Dividends**.

### The Board of Directors, subject to any restrictions contained in the Certificate of Formation, may declare and pay dividends upon the shares of its capital stock. Dividends may be paid in cash, in property, or in shares of the Company’s capital stock.

### The Board of Directors may set apart out of any of the funds of the Company available for dividends a reserve or reserves for any proper purpose and may abolish any such reserve. Such purposes shall include but not be limited to equalizing dividends, repairing or maintaining any property of the Company, and meeting contingencies.

## **Fiscal Year**. The fiscal year of the Company shall be fixed by resolution of the Board of Directors and may be changed by the Board of Directors.

## **Transfer of Stock**. Upon receipt by the Company or the transfer agent of the Company of proper transfer instructions from the record holder of uncertificated shares or upon surrender to the Company or the transfer agent of the Company of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Company to issue a new certificate or, in the case of uncertificated securities and upon request, a notice of issuance of shares, to the person entitled thereto, cancel the old certificate (if any) and record the transaction in its books.

## **Stock Transfer Agreements**. The Company shall have power to enter into and perform any agreement with any number of shareholders of any one or more classes of stock of the Company to restrict the transfer of shares of stock of the Company of any one or more classes owned by such shareholders in any manner not prohibited by the BOC.

## **Shareholder of Record**. The Company shall be entitled to recognize the exclusive right of a person recorded on its books as the owner of shares to receive dividends and to vote as such owner, shall be entitled to hold liable for calls and assessments the person recorded on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of another person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Texas.

#  Amendments

## **Amendments**. The Bylaws of the Company may be adopted, amended or repealed by the shareholders entitled to vote; provided, however, that the Company may, in its Certificate of Formation, confer the power to adopt, amend or repeal Bylaws upon the directors. The fact that such power has been so conferred upon the directors shall not divest the shareholders of the power, nor limit their power to adopt, amend or repeal Bylaws.

#  Miscellaneous Provisions; Definitions and Construction

## **Notices**. Any notice to be given under these Bylaws must be in Writing and mailed, transmitted by facsimile or by electronic message, or delivered personally (a) if to the Company, to the registered agent of the Company at the registered address of the Company; (b) if to any shareholder, to such shareholder at an address set forth in the document in which such shareholder purchased his/her shares or, if no such address is available, at an address for such shareholder in the Company’s records for the shareholder, or in each case at such other address as any Person entitled to notice hereunder may designate by notice to the Company. Notice that is mailed is considered to be delivered on the date notice is deposited in the United States mail. Notice that is transmitted by facsimile or electronic message is considered to be delivered when the facsimile or electronic message is successfully transmitted. Notice that is personally delivered to the Person is considered to be delivered when received by the Person.

## **Governing Law**. These Bylaws shall be governed by and construed in accordance with the law of Texas.

## **Severability**. If any term (or part of a term) of these Bylaws is invalid, illegal or unenforceable, the applicable provision(s) of the BOC shall be substituted for such term, and the rest of these Bylaws will remain in effect.

## **Certain Definitions and Construction**.

### As used in these Bylaws, the following terms have the following meanings:

###### “Person” means any individual, corporation, partnership, limited liability company, business trust or other entity, series of an entity, or government or governmental agency or instrumentality.

###### “Writing” or “Written” means an expression of words, letters, characters, numbers, symbols, figures or other textual information that is inscribed on a tangible medium or that is stored in an electronic or other medium that is retrievable in a perceivable form. Unless the context requires otherwise, the term: (1) includes stored or transmitted electronic data, electronic transmissions, and reproductions of Writings; and (2) does not include sound or video recordings of speech other than transcriptions that are otherwise “Writings.”

### In these Bylaws:

###### Terms defined in the singular have the corresponding meaning in the plural and vice versa.

###### All pronouns and any variations thereof contained herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the Person or Persons may require.

###### The word “include” and its derivatives means “include without limitation.”

###### References to Articles, Sections and Exhibits are to the specified Articles and Sections of, and Exhibits to, this Agreement unless the context otherwise requires. Each Exhibit to this Agreement is made a part of this Agreement for all purposes.

###### References to statutes or regulations are to those statutes or regulations as currently amended and to the corresponding provisions as they may be amended or superseded in the future.

[Secretary’s Certificate Follows.]

The undersigned hereby certifies that the undersigned is the duly elected, qualified, and acting Secretary ofthe Company,and that the foregoing Bylaws were adopted as the Bylaws of the Company by the Board of Directors of the Company.

SECRETARY:

Date:

Print: