

BYLAWS OF EARTHMIND
As Amended September 10, 2007
Including WELL, a dba of Earthmind
A California Nonprofit Public Benefit Corporation

ARTICLE I: NAME AND OBJECTIVES

1.1 Name: This organization shall be known as Earthmind, and may also be known as or do business as WELL (Willits Economic Localization).

1.2 General Purposes: The general purposes and powers of the corporation are:

- A. to foster the creation of and to perpetuate local sustainable economies;
- B. to gather research materials and undertake independent research relating to the growth, development, and utilization components of a sustainable local economy;
- C. to partner with other organizations to support common goals;
- D. to facilitate dialogue, education, and action within local communities;
- E. to identify gaps and weaknesses in the local economies that need action and strengthening and to incubate and coordinate projects that mitigate those issues;
- F. to solicit, collect, receive, acquire, hold, and invest money and property, both real and personal, including money and property received by gift, contribution, bequest, or devise;
- G. to sell and convert property, both real and personal, into cash, and to use the funds of this corporation and the proceeds, income, rents, issues, and profits derived from any property of this corporation for any of the purposes for which this corporation is formed;
- H. to enter into, make, perform, and carry out contracts of every kind for any lawful purpose and any purpose permitted under the Nonprofit Corporation Laws of the State of California and the Federal Government;
- I. to do all things necessary, expedient or appropriate to the accomplishment of any objects and purposes for which this corporation is formed.

1.3 NonProfit Corporation: This corporation is organized exclusively for charitable purposes within the meaning of Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States internal revenue law. Despite any other provision in these Bylaws, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that do not further the purposes of this corporation, and the corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Internal Revenue Code section 501(c)(3) or the corresponding provision of any future United States internal revenue law, or (b) a corporation, contributions to which are deductible

under Internal Revenue Code section 170(c)(2) or the corresponding provision of any future United States internal revenue law.

1.4 Principal Office: Earthmind's Board of Directors, hereinafter called the Coordinating Committee (the "CC") shall determine, and may change, the location of Earthmind's principal place of business.

ARTICLE II: MEMBERSHIP

2.1 Classes of Membership. There shall be one class of regular voting membership. Regular voting membership shall be open to any individual residing in the 95490 postal code area who is interested in supporting and encouraging the purpose and vision of EARTHMIND and who pays an annual membership fee. Membership fees shall be set, from time to time, by vote of the membership at a Quarterly Meeting.

2.2 Membership Dues. Membership fees shall be set in accordance with Section 2.1 above. In no case shall a person (or entity) be considered in good standing, or be qualified to exercise membership participation or entitled to receive any privilege of membership (including voting), if they are in default of payment of dues for a period of approximately 3 months, with the intent being that any member who has not paid their membership fees prior to the date of the next quarterly membership meeting after the date their yearly fee is due, shall not be entitled to the privileges of membership (including voting) at the next membership meeting after their annual fees are due unless they have brought their membership fees current.

2.3 Good Standing. In order to be in good standing and in order to receive all benefits of their class of membership, a member must:

- A.** Provide and keep current with Earthmind a valid email or postal address. Regular voting members must also provide proof that they reside in the 95490 postal area; and
- B.** Comply with Section 2.2 regarding dues.

2.4 Membership Termination. A membership in Earthmind shall terminate upon the occurrence of any of the following events:

- (a) Resignation of the member;
- (b) Expiration of the period of membership;
- (c) The member's failure to pay membership fees, as set forth in Section 2.2 above;
- (d) Any event that renders the member ineligible for membership, or failure to satisfy membership qualifications.

2.5 Transfer of Memberships. No member may sell or transfer a membership or any right arising from membership.

2.6 Nonliability of Members. A member of EARTHMIND shall not be personally liable, solely because of membership, for the debts, obligations, or liabilities of Earthmind.

2.7 Voting. Each regular voting member in good standing shall have the right to vote on the election of the CC members, on the disposition of all of or substantially all of the assets of Earthmind, on a merger or dissolution of Earthmind, on amendment to these Bylaws, or on any matter validly brought before the membership for a vote at any regular membership meeting or special meeting. Voting by proxy or absentee ballot is NOT permitted for voting at regular quarterly membership meetings. Voting by absentee signed written ballot is permitted for voting at special meetings pursuant to the provisions of Section 3.4 regarding special meetings. Each member is entitled to one vote. In order to be able to exercise its right to vote, a new regular voting member must activate their membership and the member must be in good standing at least thirty (30) days prior to the time for the vote. In order to continue to exercise their right to vote, any continuing member must pay all membership fees due and be in good standing by the date of and prior to the vote in which they wish to exercise their right to vote. Except as otherwise provided in Section 3.4, issues voted on by the regular voting membership including amendment to the Bylaws, dissolution of Earthmind, disposition of all or substantially all of the assets of Earthmind or removal of a member of the CC, requires passage by eighty percent (80%) of the regular voting membership in attendance at the vote, EXCEPT election of CC members, which shall require an approval of sixty percent (60%) of the vote of the regular voting membership in attendance at the vote.

ARTICLE III: MEMBER MEETINGS

3.1 Quarterly Membership Meetings. A meeting of the membership shall be held once per quarter at a place and time designated by the CC. Notice of time, place, and subject of the Quarterly Membership Meeting shall be given not less than 10 days and not more than 100 days in advance of the meeting.

3.2 Agenda of Meeting. The agenda of the meeting shall be determined by the CC and published no later than one (1) week prior to the meeting. The agenda as published at the meeting may be changed by an eighty percent (80%) vote of the Regular Voting Members present and voting at the quarterly meeting.

3.3 Quorum. Quorum of any meeting shall consist of all those regular voting members in good standing present. Valid absentee ballots of regular voting members authorized under Section 3.5 for Special Meetings shall, for purposes of this provision constitute a "present" count for that member only on the issue voted on in the absentee ballot.

3.4 Meeting Conduct & Process. The membership meeting shall be conducted in a manner consistent with the document entitled “Earthmind Member Meeting Procedures”, a copy of which shall be provided to each new member, shall be available at the principal place of business, and shall be available at each quarterly meeting. This document, has been approved by Earthmind membership prior to this Amendment and Restatement of the Bylaws, and may be updated and amended by the CC, with notice to the membership at least 30 days notice prior to the next membership meeting at which any change in membership meeting procedure is sought to be implemented.

3.5 Special Meetings.

- A. Request for by CC:** Special Meeting of the regular voting membership may be called by the CC at any time by majority approval of the CC upon twenty-one (21) days notice to the regular voting membership.
- B. Request for by the Membership:** Special meetings of the regular voting membership may be called by the CC at the request of the regular voting membership by submission to the CC of a petition, including the specific reason for requesting the special meeting, including an explanation of why the issue could not wait until the next regularly scheduled quarterly membership meeting, in addition to the items to be presented and/or voted on at the special meeting, that must be signed by no less than ten percent (10%) of regular voting members in good standing. Any issue, not already slated for the agenda of the next regular quarterly meeting, or any urgent issue may be the basis of a special meeting. The special meeting shall not be scheduled prior to thirty (30) days after the notice has been sent to the membership pursuant to Section 3.5(c).
- C. Contents of Notice:** If the special membership meeting is called by the CC, the notice must include the specific reason for requesting the special meeting, including an explanation of why the issue could not wait until the next regularly scheduled quarterly membership meeting, in addition to the items to be presented and/or voted on at the special meeting and must state the time and place for the special meeting. If the special meeting is called through the membership petition process, the petition and the notice must both include the specific reason for requesting the special meeting, including an explanation of why the issue could not wait until the next regularly scheduled quarterly membership meeting, in addition to the items to be presented and/or voted on at the special meeting and must state the time and place for the special meeting..
- D. Rejection by CC for Non-urgent matters or matters to be heard at regular meeting:** In order to minimize the possibility that special meetings, which could result in less participation of regular voting members and could occur without urgency on matters that are already

slated for the agenda of the next regular quarterly membership meeting, the CC has the authority to reject the request of the petition if the CC states in writing to the members that signed the petition, the reason why the CC feels that the special meeting is not urgent or that the petition only proposes to deal with a topic or issue already slated to be dealt with at the next regular quarterly membership meeting.

- E. Override by Regular Voting Membership:** If the CC rejects the request for the special meeting that was presented through a membership petition, a new petition with the signatures of twenty-five percent (25%) of the regular voting membership may be submitted to the CC for a special meeting and the CC must call the special meeting. The same notice and explanation requirements apply to the petition and notice for the meeting in the event that this process is used to override the CC's initial rejection of the call for a special meeting of the membership.
- F.** In the event of a successful petition by regular voting members to call for a special meeting, the CC shall, within five (5) business days, set the time and place of the meeting and shall notify the entire regular voting membership of the time and place of the special meeting which shall be held in not less than thirty (30) days from the notice. In the event of a call for a special meeting by the CC, the CC shall set the time and place for the meeting to be held not less than twenty-one (21) days from the notice.
- G. Absentee Voting:** Absentee voting shall be allowed for voting at special meetings under the following conditions:
1. If a regular voting member in good standing is unable to attend the special meeting, they may request a written ballot from the Earthmind office.
 2. The member wishing to cast an absentee ballot must personally request the ballot and have the ballot sent to their mailing address of record or must pick the ballot up in person at the Earthmind office.
 3. The member wishing to cast an absentee written ballot must personally sign the ballot and sign a declaration (attached to the ballot) stating that they are unable to attend the special meeting.
 4. The signed written ballot must be received by the Earthmind office no later than 12:00 noon on the day of the special meeting.

ARTICLE IV COORDINATING COMMITTEE

4.1 Governing Body. Subject to the limitations of the Articles of Incorporation, these Bylaws and the laws of the State of California, all corporate powers shall be exercised by or under the direction of the Coordinating Committee (the CC). The Coordinating Committee shall be treated as the Board of Directors for purposes of the law and Articles of Incorporation. The CC shall normally be comprised of a total of five (5) members. The CC members shall appoint a President, Treasurer and Secretary. The office of Secretary and

Treasurer may be filled by the same CC member. In the unlikely event that the regular voting membership is unable to elect five (5) CC members, the CC may validly operate with three (3) or four (4) CC members, however, in order to do so, the CC minutes must reflect the results of the last election with a statement of reason why the CC is functioning at a lower number (not enough members ran for the CC, not enough votes to elect enough CC members, etc.) and the CC must continue to call for elections to the CC at each and every regular quarterly membership meeting thereafter until all vacancies on the CC are filled. Nothing in this provision prevents the three (3) or more CC members from calling a special meeting for purpose of electing additional CC members. Each CC member elected shall serve for a term of one (1) year.

The CC may delegate management of the activities of Earthmind to any person or persons, a management team, or committees (however composed and including or not including members, provided that the activities and affairs of Earthmind shall be managed and all corporate powers shall be exercised under the ultimate direction of the CC. Without prejudice to the CC's general powers, but subject to the above-mentioned limitations, the CC shall have the following specific powers in addition to the general powers and other powers enumerated in these Bylaws:

- A. To select and remove all the other officers, agents, and employees of Earthmind, prescribe qualifications, powers and duties for them as may not be inconsistent with law, the Articles, or these Bylaws, fix their compensation, and require from them adherence to faithful service.
- B. To conduct, manage, and control the affairs and activities of Earthmind and to make such rules as may not be inconsistent with the law, the Articles, and these Bylaws, as they deem best for Earthmind.
- C. To adopt, make and use a corporate seal and to alter its form from time to time as the CC may deem best.
- D. To borrow money and incur indebtedness for the purpose of Earthmind, and to cause to be executed and delivered, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, or other evidences of debt and securities for debt.
- E. To receive and distribute funds, grants and all income of Earthmind for fulfilling the activities of Earthmind.
- F. To reject receipt of funds which are inconsistent with the purpose of the organization or in conflict with the lawful operation of Earthmind.
- G. To call special meetings under the provisions in Section 3.5 of these Bylaws.
- H. To delegate administrative and other tasks to appointed staff, committees, or other appointed individuals or teams.
- I. To develop guidelines for any tasks delegated.

4.2 Qualifications of CC Members. All CC members must be a regular voting member in good standing for at least six (6) months, must have worked actively on at least one (1) of Earthmind's projects, and must pledge to support Earthmind's vision and purpose.

4.3 Resignation, Disqualification and Vacancies. If the CC, falls below five (5) members, by reason of death, resignation, disqualification, removal, or other cause, the CC may, pursuant to Section 4.1, continue to operate if there are at least three (3) CC members and vacancies shall be filled through the regular election process under Section 4.5 at each of the next regular quarterly membership meetings until the vacancies are filled. If, the CC membership falls below three (3) members, by reason of death, resignation, disqualification, removal, or other cause, in order to allow Earthmind to continue to operate lawfully, the two (2) remaining CC members may appoint a successor for the unexpired term, or until the successor of that vacancy is elected, whichever is shorter. In the unlikely event that the two (2) remaining CC members need to temporarily appoint a third CC member in order to continue to operate lawfully, the CC shall, as soon as practicable, call for a special meeting for the election of additional CC members. The term of any CC member appointed by two (2) remaining CC members expires upon valid election of another CC member.

4.4 Removal of CC Member. Any CC member may be removed from office upon the vote of eighty percent (80%) of the regular voting members present and voting at a properly noticed regular quarterly membership meeting, or by eighty percent of the votes of the regular voting members present and validly casting absentee ballots at a properly noticed and scheduled special meeting.

4.5 Election of CC Members. Except as otherwise provided in these Bylaws, the CC shall establish policies and procedures governing the conduct of elections and copies of those policies and procedures shall be provided to any regular voting member requesting a copy. At each regular quarterly membership meeting, sixty percent (60%) of the regular voting members present shall elect such number of CC members as necessary to fill vacancies of CC members whose terms expire as of such meetings. If the CC or the membership calls for elections at a special meeting called pursuant to Section 3.5, the sixty percent (60%) vote count shall include any valid absentee ballots properly cast pursuant to Section 3.5(G).

4.6 Quorum of CC. At all meetings of the CC, eighty percent (80%) of the voting CC then in office shall constitute a quorum for transaction of business and an act of seventy-five percent (75%) of the voting CC members present at the meeting at which there is a quorum shall be the act of the CC, except as otherwise specifically provided for by law or in the Articles. However, before any act is considered passed after a preliminary vote, any dissenting voting CC

member may re-present their position and call for one more vote, after which the vote becomes final.

4.7 Written Action of CC. Unless otherwise restricted by the Articles, or these Bylaws, any action required of or permitted to be taken at any meeting of the CC may be taken without a meeting IF all voting members of the CC consent to do so in writing and the writing or writings are filed with the minutes or proceedings of the CC.

4.8 Participation in Meetings by Conference Telephone. Members of the CC may participate in a meeting through use of conference telephone, electronic video communication, or other communication equipment if all of the following are adhered to: (1) each member participating in the meeting can communicate with all of the other CC members concurrently; (2) each CC member is provided the means of participating in all matters before the CC, including capacity to propose, or to interpose an objection, to a specific action to be taken by the CC; and, (3) the CC adopts and implements some means of verifying that both that (i) a person participating in the meeting is a CC member or other person entitled to participate in the CC meeting. And (ii) all action of, or votes by, the CC are taken or cast only by CC members and not by persons who are not CC members.

4.9 Meetings of the Coordinating Committee. The CC shall meet not less than once quarterly in conjunction with or prior to the regular quarterly membership meetings, or as often as it determines is needed to conduct business. Any CC member shall be able to call an emergency CC meeting upon one week's notice. Times and place of all CC meetings shall be decided by consensus of the CC members or, if consensus is not possible, shall be determined by the President. Each CC member shall take turns facilitating CC meetings. Notice of the time and place, of the CC Meeting shall be published on the WELL Website no more than 60 days and no less than 7 days prior to the meeting. The agenda for the CC Meeting shall be published on the WELL Website no more than 10 days and no less than 2 days prior to the meeting.

4.10 Closed Meetings. A meeting or portion of a meeting of the CC may be closed to persons not serving on the CC by a vote of seventy-five percent (75%) of the CC voting at the meeting when matters that are sensitive to the purpose of Earthmind, including, but not limited to, budget, personnel, legal matters, and proprietary practices or materials are to be discussed. The CC may invite persons who are not members of the CC to attend portions or all of such closed meetings in an advisory capacity.

4.11 Authority. The CC may adopt any policy or procedure, or authorize any administrative action in the best interest of Earthmind and its membership.

4.12 Emergency Actions By CC Officers. In the event of an emergency, including any deadline that requires immediate action, before an emergency or special meeting can be accomplished, any officer of the CC may engage in the action so long as the officer believes it to be in the best interest of Earthmind and so long as the membership of the CC is notified as soon as practicable of the action. The CC, at its next possible meeting, shall receive a full report on the emergency and any action taken and shall either ratify the action or shall pass and implement remedial measures to correct the action.

4.13 Duties of Officers of the CC.

President. The President of the CC shall be responsible for the duties required of the President of the Coordinating Committee by law and the Articles. The President shall have such other duties as prescribed by the CC or these Bylaws.

Secretary. The Secretary of the CC shall be responsible for keeping the minutes and records of meetings and actions of the CC and maintaining correspondence of the CC and generally performing such official duties of Secretary of a corporation.

Treasurer. The treasurer shall be responsible for receiving and disbursing funds, supervising financial affairs, approving expenditures as provided by resolution of the CC, and generally performing such official duties of Treasurer of a corporation.

4.14 Other Rules for Officers. Officers shall not act by proxy in their official capacity. However, the CC may designate a staff member as an official agent for all or portions of such duties. Any officer who ceases to be a CC member shall automatically forfeit his or her position as an officer. Any vacancy in any office shall be filled by seventy-five percent (75%) vote of the remaining CC members.

ARTICLE V. ADMINISTRATION

5.1 Operational Facilitator/Office Staff. The CC may appoint an Operational Facilitator or equivalent position and other staff as it deems necessary to carry on the day to day business of Earthmind. This position shall serve at the pleasure of the CC and shall manage the affairs of Earthmind within the policies established by the CC. This position shall perform such duties as may be assigned by or delegated from the CC. The Operational Facilitator may be a regular voting member or CC member, but may not vote on matters that result in any pecuniary benefit to himself or herself. If the Operational Facilitator (or equivalent position) is also a member or CC member, any exercise of discretionary power granted by the CC to the Operational Facilitator must be ratified by the CC, without the vote of that Operational Facilitator.

5.2 Fiscal Year & Financial Reporting. The CC shall determine the fiscal year and shall provide financial reporting to the membership at least once annually. Outside independent audits shall be conducted if required to by law or by resolution of the CC.

ARTICLE VI. INDEMNIFICATION

6.1 Definitions. For the purposes of this Article VI, "agent" means any person who is or was a director, officer, employee or other agent of Earthmind, or is or was serving at the request of Earthmind as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of Earthmind or of another enterprise at the request of that predecessor corporation; "Proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative, and "expenses" includes without limitation Agent's fees and any expenses of establishing a right to indemnification under Section 6.4 or 6.5(b).

6.2 Indemnification in Actions by Third Parties. Earthmind shall have power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of Earthmind to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust), by reason of the fact that person is or was an agent of Earthmind, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with that proceeding if that person acted in good faith and in a manner that person reasonably believed to be in the best interests of Earthmind and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of Earthmind or that the person had reasonable cause to believe that the person's conduct was unlawful.

6.3 Indemnification in Actions by or in the Right of Earthmind. The corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of Earthmind, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that the person is or was an agent of Earthmind, against

expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if the person acted in good faith, in a manner such person believed to be in the best interests of the corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 6.3 if:

- A.** In respect of any claim, issue, or matter as to which that person shall have been adjudged to be liable to Earthmind in the performance of that person's duty to the corporation, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;
- B.** Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- C.** Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.

6.4 Indemnification Against Expenses. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Section 6.2 or 6.3 of this Article or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

6.5 Required Determinations. Except as provided in Section 6.4 of this Article any indemnification under this Article shall be made by Earthmind only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 6.2 or 6.3 of this Article, by:

- A.** A majority vote of a quorum consisting of directors who are not parties to the proceeding; or
- B.** The court in which the proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by Earthmind.

6.6 Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by Earthmind prior to the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay that amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article.

6.7 Other Indemnification. No provision made by Earthmind to indemnify its or its subsidiary directors or officers for the defense of any proceeding, whether

contained in the Articles, Bylaws, a resolution of members or directors, an agreement, or otherwise, shall be valid unless consistent with this Article. Nothing contained in this Article VI shall affect any right to indemnification to which persons other than such directors and officers may be entitled by contract or otherwise.

6.8 Forms of Indemnification Not Permitted. No indemnification or advance shall be made under this Article, except as provided in Section 4 or 5(b), in any circumstances in which it appears:

A. That it would be inconsistent with a provision of the Articles, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or B. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

6.9 Nonpaid Coordinating Committee. Except as provided in Sections 5233 or 5237 of the California Nonprofit Public Benefit Corporation Law (or any successor provisions to it), there shall be no monetary liability on the part of, and no cause of action for damages shall be asserted against, any nonpaid Member of the CC, including any nonpaid CC member who is also a nonpaid Officer of Earthmind, based upon any alleged failure to discharge the person's duties as CC member or Officer if the duties are performed in a manner that meets all of the following criteria:

- A. The duties are performed in good faith;
- B. The duties are performed in a manner such CC member believes to be in the best interest of Earthmind; and
- C. The duties are performed with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

6.10 Insurance. Earthmind shall have power to purchase and maintain insurance on behalf of any agent of Earthmind against any liability asserted against or incurred by the agent in that capacity or arising out of the agent's status as such whether or not Earthmind would have the power to indemnify the agent against liability under the provisions of this Article, provided, however, that a corporation shall have no power to purchase and maintain such insurance to indemnify any agent of Earthmind for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

6.11 Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though that person may also be an agent of Earthmind as defined in Section 6.1 of this Article. Earthmind shall have power to indemnify that trustee,

investment manager, or other fiduciary to the extent permitted by Section 207(f) of the California General Corporation Law.

ARTICLE VII. OTHER PROVISIONS

7.1 Endorsement of Documents: Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between Earthmind and any other person, when signed by the President shall be valid and binding on Earthmind in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons, and in the manner, time to time determined by the CC. Unless so authorized by the CC, no officer, agent, or employee shall have any power or authority to bind Earthmind by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

7.2 Representation of Shares of Other Corporations. The President or any other Executive Officer or Officers authorized by the CC or the Executive Officer are each authorized to vote, represent, and exercise on behalf of Earthmind all rights incident to any and all shares of any other corporation or corporations standing in the name of Earthmind. The authority granted in this Section 2 may be exercised either by any such officer in person or by any person authorized so to do by proxy or power of attorney duly executed by that officer.

7.3 Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws.

7.4 Amendments. These Bylaws may be amended or repealed by the approval of eighty percent (80%) of the regular voting membership present at a regular quarterly membership meeting or by eighty percent (80%) of regular voting members present or validly casting ballots at a special meeting only if proposed amendment changes are specifically stated in the notice for such meetings. The CC shall present its recommendations with respect to such proposed changes at the meeting for which the proposed changes are voted on.

7.5 Dissolution. In the event of a dissolution or final liquidation of Earthmind, all of the remaining assets and property of Earthmind shall, after paying or making provision for the payment of all of the liabilities or obligations of Earthmind and for necessary expenses thereof, shall be transferred to one or more organizations which will (i) dedicate such assets and property to public and/or charitable purposes, and, (ii) qualify as tax exempt organizations under

Section 501(c) (3), Section 501(c)(4), or Section 501(c)(6) of the Internal Revenue Code.

7.6 No Benefit to Any Individual. No part of the net earnings, if any, of Earthmind shall inure to the benefit of any member or other individual, and no gain, profit, or dividends shall ever be distributed to any member of Earthmind or inure to the benefit of any private persons, except as provided in these Bylaws.

7.7 No Authority to Act. A member, a CC member, or Officer shall not participate in or purport to have authority to act on behalf of or bind Earthmind to any legal obligations or liability, except as provided for in these Bylaws, or resolution or policy of the Coordinating Committee.

THESE BYLAWS, AS AMENDED AND RESTATED HEREIN, WERE PRESENTED TO THE MEMBERSHIP OF EARTHMIND ON _____, 2007 AND WERE APPROVED OF AND ADOPTED ON _____, 2007 BY A MAJORITY OF EARTHMIND MEMBERS PURSUANT TO ARTICLE VII OF THE ORIGINAL BYLAWS.

Michael Hackleman, President

Liam UiCearbhaill, Secretary