

REVISED AMENDED AND
RESTATED BYLAWS OF
VICTORY JUNCTION GANG CAMP, INC.

(Proposed December 10, 2019)

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VICTORY JUNCTION GANG CAMP, INC.

ARTICLE I

NAME AND PURPOSES OF THE CORPORATION

1.1. **Name.** This corporation shall be known as Victory Junction Gang Camp, Inc. The name may be changed by the Board of Directors in its discretion.

1.2 **Mission.** Victory Junction enriches the lives of children with serious illnesses by providing life-changing camping experiences that are exciting, fun and empowering, at no cost to children or their families.

ARTICLE II

MEMBERSHIP

The Corporation shall not have members.

ARTICLE III

DIRECTORS

3.1 **Powers.** All corporate powers shall be exercised by or under the authority and in the business and the affairs of the Corporation shall be managed under the direction of the Board of Directors.

3.2 **Election.** The Executive Committee or such committee designated by shall evaluate the current and ongoing constituency of the Board of Directors and make recommendations to the Board of Directors for the election of its members and the Corporation's Officers. Generally, directors and officers will be elected at the annual meeting of the Board of Directors; however, in the event the number of directors is less than twenty-three (23), or if a vacancy occurs, the board may elect members to the board at another regular meeting for which notice reflecting the same or at a special meeting of directors called for that purpose.

3.3 **Number.** There shall not be less than seven (7) nor more than twenty-seven (27) members of the Board of Directors.

3.4 **Terms.** Except as otherwise provided herein, members of the Board of Directors shall serve staggered three year terms, with the number of directors serving within each staggered class being approximately equal in number. Any director which is elected to fill a recently vacated director position shall serve the remaining portion of the term for that director's seat. Directors may be elected to serve less than a three year term in order to have approximately one-third (1/3) of the directors' seats up for election at the annual meeting of the Board of Directors during each year.

3.5 **Compensation.** No compensation shall be paid to directors for their services as members of the Board of Directors. Directors may be reimbursed for direct expenses incurred on behalf of the corporation, if previously approved by the board or the Executive Committee.

3.6 **Resignation.** A director may resign at any time by giving written notice to the Chair or Secretary of the Board. Unless otherwise requested, the resignation shall take effect immediately upon receipt of the notice.

3.7 **Removal.** Any Director may be removed from office for cause or without cause by the vote of a majority of the elected Board of Directors.

3.8 **Vacancy.** Any vacancy on the Board of Directors may be filled by a vote of the directors at a regularly scheduled meeting or a special meeting called for that purpose. Any Director elected to fill a vacancy shall hold office for the unexpired term of that position.

ARTICLE IV MEETINGS OF DIRECTORS

4.1 **Regular meetings.** The annual meeting of the Board of Directors shall be held at such date, time and location as may be established by the Board of Directors during the month of March, April or May of each year, or at such other time as the Board of Directors may designate, for the purpose of electing directors and officers of the Corporation and for the transaction of any other business properly brought before the Board of Directors. In addition, until such time as otherwise determined by the Board of Directors, the Board of Directors shall meet three (3) more times during the calendar year at such times as the Board of Directors may designate to conduct any business properly brought before the Board of Directors.

4.2 **Special meetings.** In addition to the regular meetings, special meetings of the Board of Directors may be called by or at the request of the Chairperson at any time or by written request of any three directors.

4.3 **Place of meetings.** The annual, any regular or special meeting of the Board of Directors may be held at the principal office of the Corporation or at such other place, either within or out of the State of North Carolina, as shall be designated in the notice of the meeting or in a waiver of notice of the meeting signed by all the directors then in office.

4.4 **Notice of meetings.** The President or Secretary shall give notice of each annual or other regular meeting of the Board of Directors either personally or by mail to each director at least ten days before the meeting. The Chairperson or President calling a special meeting of the Board of Directors shall give notice thereof (or cause the President or Secretary to give notice) either personally or by mail to each director at least two days before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a meeting of the Board of Directors, except as otherwise provided by law or these bylaws.

4.5 **Waiver of notice.** Any director may waive notice of any meeting, either before or after the meeting. Written waivers of notice shall be filed by the Secretary with the corporate records or as part of the meeting minutes. The attendance by a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.6 **Quorum.** A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the board.

4.7 **Manner of acting.** Except as otherwise provided in these Bylaws, the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

4.8 **Presumption of assent.** A director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken, shall be presumed to have assented to the action taken; unless the director's contrary vote is recorded or his or her dissent is otherwise entered in the minutes of the meeting or unless the director either files a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards his or her written dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a director who voted in favor of such action.

4.9 **Action without a meeting.** Any action by the Board of Directors may be taken without a meeting, if all members of the Board of Directors shall consent in one or more writings to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such directors. The consent of a director may be in electronic form bearing the director's electronic signature and delivered to the Corporation by email or other electronic means to such address as determined by or under the authority of the Board of Directors.

4.10 **Attendance by remote communication.** Any one or more directors may participate in a meeting of the Board of Directors by means of the conference telephone or similar device which allows all persons participating in the meeting to hear each other simultaneously, and such participation in a meeting shall be deemed presence in person at such meeting.

4.11 **Director conflict of interest.** All directors have a duty of loyalty to the corporation and all matters affecting the Corporation's interest. A director who has a conflict of interest with respect to a matter to be voted upon by the Board of Directors shall fully disclose such conflict to the Board of Directors in advance of such vote, and shall not count in determining whether a quorum is present, shall not vote on such matter, shall not be present when the vote occurs, and shall refrain from participating in the consideration of such matter except to the extent the directors (by a majority vote of those present other than such director) ask such director to participate.

ARTICLE V
COMMITTEES OF THE BOARD OF DIRECTORS

5.1 **Committee members membership and procedures.** Except as otherwise expressly provided in this Article V, the provisions of these Bylaws governing meetings, action without meetings, notice of meetings, waiver of notice, quorum, voting requirements and attendance by remote communication of the board shall apply to each committee of the board. However, no committee shall be required to have an annual meeting at the time prescribed in these Bylaws, but rather shall conduct regular and/or special meetings as necessary to conduct such committee's business from time to time.

5.2 **Removal.** Members of all committees of the Board of Directors shall serve at the pleasure of the board. Any member of a board committee may be removed at any time with or without cause by the vote of the Board of Directors.

5.3 **Responsibility of directors.** In discharging his or her duties as a director, a director shall be entitled to rely on information, opinions, reports and statements prepared or presented by a board committee of which he or she is not a member unless he or she has actual knowledge of a matter which makes such reliance unwarranted. Such permissible reliance shall relieve such director of any responsibility or liability imposed on him or her by law when and to the extent permitted by the Act.

ARTICLE VI
OFFICERS

6.1 **Officers of the Corporation.** The officers of the Corporation shall consist of the Chairperson, Vice-Chairperson, Secretary, Treasurer, Member At-Large, Chairman Emeritus and President.

6.2 **Election and term.** The officers of the Corporation shall hold office, subject to removal by the board, for a term of two years or until his or her death, resignation, retirement, removal or disqualification or until his or her successor shall have been elected and qualified.

6.3 **Removal and resignation; vacancies.** Any officer or agent elected or appointed by the Board of Directors, may be removed by majority vote of the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby. In the event removal of an officer is proposed, all members of the board and the officer proposed to be removed shall receive at least ten (10) days written notice of the meeting of the board at which such removal is to be voted upon, and the officer proposed to be removed shall be entitled to appear and be heard by the board at such meeting. An officer may resign at any time by communicating his resignation to the Corporation, but such resignation shall be without prejudice to the contract rights, if any, of the Corporation with such officer.

In case any office of the Corporation becomes vacant for any reason, a majority of directors then in office may elect an officer to fill such vacancy with the recommendation of the Executive Committee or such committee designated by. The officer so elected shall serve until the end of the unexpired term, at which point s/he shall be eligible for reelection.

6.4 **Chairperson and Vice-Chairperson of board.** In the absence of the President, the Chairperson shall preside at all meetings of the Board of Directors and perform such other duties as may be directed by the board. In the absence of the Chairperson, the Vice-Chairperson shall preside at meetings. The Chairperson and Vice-Chairperson shall have no authority to act outside of the meetings of the Board of Directors except as provided herein. Either of the Chairperson or the Vice-Chairperson may serve as an ex-officio member of any of the committees.

6.5 **President.** The President shall be the chief executive officer and executive director of the Corporation and shall see that all orders, resolutions and policies of the Board of Directors are carried into effect. The President shall preside at all meetings of the Board of Directors, shall be an ex-officio member of all committees, and shall have general supervision and authority over the management of the Corporation in accordance with these Bylaws, subject only to the ultimate authority of the Board of Directors. The President may sign and execute instruments in the name of the Corporation except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation or shall be required by law otherwise to be signed or executed. In addition, he or she shall perform all duties incident to the office of the President and such other duties as from time to time may be assigned by the Board of Directors.

6.6 **Secretary.** The Secretary shall keep the minutes of the meetings of the Board of Directors. He or she shall keep all minutes of all such meetings in books designated for those purposes. The Secretary shall be responsible for the conduct of all board correspondence, and shall see that all notices are duly given in accordance with the provisions of these bylaws or as required by law. He or she shall have charge of the books, records and papers of the Corporation. The Secretary shall have custody of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized, and shall sign such instruments as may require his or her signature. He or she shall in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Board of Directors.

6.7 **Treasurer.** The Treasurer shall have charge of and be responsible for all funds and securities, receipts and disbursements of the Corporation, and shall deposit all monies and securities of the Corporation in such banks and depositories as shall be designated by the Board of Directors, provided, that the Board of Directors may appoint a custodian or depository for any such funds or securities, and the Board of Directors may designate those persons upon whose signature or authority such funds may be disbursed. He or she shall be responsible (i) for maintaining adequate financial accounts and records in accordance with generally accepted accounting practices; (ii) for the preparation of appropriate operating budgets and financial statements; and (iii) for the preparation and filing of all tax returns required by law.

6.8 **Validity of signatures.** In case any person whose signature shall appear on any bond, note or other evidence of indebtedness of the Corporation shall cease to be an officer or hold an office different from that held at the time of signature before the delivery of such instrument. Such signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in such office until such delivery.

ARTICLE VII INDEMNIFICATION

7.1 **Indemnity.** In addition to any indemnification required or permitted by law, and except as otherwise provided in these Bylaws, any person who at any time serves or has served as a director, officer, employee or agent of the Corporation and any such person who serves or has served at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or as a trustee or administrator under an employee benefit plan, shall have a right to be indemnified by the Corporation to the full extent allowed by applicable law against liability and litigation expense arising out of such status or activities in such capacity, except to the extent covered by insurance. "Liability and litigation expense" shall include costs and expenses of litigation (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement which are actually and reasonably incurred in connection with or as a consequence of any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, including appeals. In no circumstances shall the corporation indemnify any such person against any liability or litigation expense incurred on account of activities which were at the time taken known or believed by such person to be clearly in conflict with the best interests of the Corporation. Furthermore, the Corporation shall not indemnify a director under this section (a) in connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; (b) in connection with any proceeding in which the director was adjudged liable on the basis that personal benefit was improperly received by the director, as provided by N. C. Gen. Stat. § 55A-8-51; or (c) if such indemnification or the authority thereto would disqualify the corporation from qualifying as a charitable corporation under Section 501(c)(3) of the Internal Revenue Code.

7.2 **Determination of right to indemnity.** Promptly after the final disposition or termination of any matter which involves liability or litigation expense or at such earlier time as it sees fit, the Corporation shall determine whether any person described in Section 7.1 is entitled to indemnification thereunder. Such determination shall be limited to the following issues: (i) whether the persons to be indemnified are persons described in Section 7.1, (ii) whether the liability or litigation expense incurred arose out of the status or activities of such persons as described in Section 7.1, (iii) whether liability was actually incurred and litigation expense was actually and reasonably incurred, and (iv) whether the liability and litigation expense were incurred on account of activities which were at the time taken known or believed by such person to be clearly in conflict with the best interests of the Corporation. Such determination shall be made by a majority vote of directors who were not parties to the action, suit or proceeding (or, in connection with "threatened" actions, suits or proceedings, who were not "threatened parties"). If at least two such disinterested directors are not obtainable, or, even if obtainable, if at least half of the number of disinterested

directors so direct, such determination shall be made by independent legal counsel in a written opinion.

7.3 **Advance expenses.** (a) Litigation expense incurred by a person described in Section 7.1 in connection with a matter described in Section 7.1 shall be paid by the Corporation in advance of the final disposition or termination of such matter, if the Corporation receives an undertaking, in writing, dated and signed by the person to be indemnified, to repay all such sums unless such person is ultimately determined to be entitled to be indemnified by the Corporation as provided in Section 7.2. Requests for payments in advance of final disposition or termination shall be submitted in writing unless this requirement is waived by the Corporation.

(b) Notwithstanding the foregoing subsection (a), no advance payment shall be made as to any payment or portion of a payment for which the determination is made that the person requesting payment will not be entitled to indemnification. Such determination may be made only by a majority vote of disinterested directors or by independent legal counsel as next provided. If there are not at least two disinterested directors, the notice of all requests for advance payment shall be delivered for review to independent legal counsel for the Corporation. Such counsel shall have the authority to disapprove any advance payment or portion of a payment for which it plainly appears that the person requesting payment will not be entitled to indemnification.

7.4 **Settlements.** The Corporation shall not be obligated to indemnify persons described in Section 7.1 for any amounts paid in settlement unless the Corporation consents in writing to the settlement. The Corporation shall not unreasonably withhold its consent to proposed settlements. The Corporation's consent to a proposed settlement shall not constitute an agreement by the Corporation that any person is entitled to indemnification hereunder. The Corporation shall waive the requirement of this section for its written consent as fairness and equity may require.

7.5 **Application for indemnity or advances.** (a) A person described in Section 7.1 may apply to the Corporation in writing for indemnification or advance expenses. Such applications shall be addressed to the Secretary or, in the absence of the Secretary, to any officer of the Corporation. The Corporation shall respond in writing to such applications as follows: to a request for indemnity under Section 7.1, within ninety days after receipt of the application; to a request for advance expenses under Section 7.3, within fifteen days after receipt of the application.

(b) If any action is necessary or appropriate to authorize the Corporation to pay the indemnification required by these Bylaws, the Board of Directors shall take such action, including (i) making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him, (ii) giving notice to, and obtaining approval by, the shareholders of the Corporation, and (iii) taking any other action.

(c) The right to indemnification or advance expenses provided herein shall be enforceable in any court of competent jurisdiction. A legal action may be commenced if a claim for indemnity or advance expenses is denied in whole or in part, or upon the expiration of the time periods provided in the preceding subsection (a). In any such action, if the claimant establishes the right to indemnification, s/he shall also have the right to be indemnified against the litigation expense (including a reasonable attorneys' fee) of such action.

7.6 **Insurance.** As provided by N.C. Gen. Stat. §55A-8-57, the Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, or as a trustee or administrator under an employee benefit plan, against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation has the power to indemnify him or her against such liability.

7.7 **Incidents of right of indemnification.** The right to indemnification provided herein shall not be deemed exclusive of any other rights to which any persons seeking indemnity may be entitled apart from the provisions of this bylaw, except there shall be no right to indemnification as to any liability or litigation expense for which such person is entitled to receive payment under any insurance policy other than a directors' and officers' liability insurance policy maintained by the Corporation. Such right inures to the benefit of the heirs and legal representatives of any persons entitled to such right. Any person who at any time after the adoption of this bylaw serves or has served in any status or capacity described in Section 7.1, shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Any repeal or modification hereof shall not affect any rights or obligations then existing. The right provided herein shall not apply as to persons serving institutions which are hereafter merged into or combined with the Corporation, except after the effective date of such merger or combination and only as to status and activities after such date.

7.8 **Savings clause.** If this Article or any portion hereof shall be invalidated on any ground by any court or agency of competent jurisdiction, then the Corporation shall nevertheless indemnify each person described in Section 7.1 to the full extent permitted by the portion of this Article that is not invalidated and also to the full extent (not exceeding the benefits described herein) permitted or required by other applicable law. However, this Section 7.8 shall not be enforced to the extent it would disqualify the Corporation as a 501 (c) (3) organization and the Internal Revenue Code of 1986, as amended.

ARTICLE VIII
GENERAL PROVISIONS

8.1 **Seal**. The corporate seal of the Corporation shall contain the name of the Corporation and shall be in such form as approved by the Board of Directors.

8.2 **Waiver of notice**. Whenever any notice is required to be given to any director by law, by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing signed by the director or directors entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

8.3 **Fiscal year**. The fiscal year of the corporation shall be the twelve-month period beginning on January 1 and ending on December 31 of each year, or such other fiscal year as may hereafter be approved by the Board of Directors

8.4 **Amendment of Bylaws**. Except as otherwise provided by law, by the Articles of Incorporation or herein, these Bylaws may be amended or repealed and new Bylaws may be adopted by the affirmative vote of a majority of the directors then holding office at any annual or special meeting of the Board of Directors; provided, however, that notice of the proposed action shall have been included in the notice of the meeting or shall have been waived as provided in these Bylaws.