

Kansas Academy of Family Physicians, Inc.
Amended and Restated Bylaws
PURPOSES, POWERS AND LIMITATIONS

1.1 Purposes. The Kansas Academy of Family Physicians, Inc. (“KAFP” or the “Corporation”) is a Kansas nonstock corporation that is organized exclusively for exempt purposes as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, or any corresponding section of any future federal tax code (“Code.”) Such purposes will include:

- (a) establishing and maintaining an organization of family physicians to promote and maintain high standards of the specialty of family medicine;
- (b) encouraging and assisting young men and women in preparing, qualifying and establishing themselves in family medicine;
- (c) preserving the right of the family physician to engage in medical and surgical procedures for which he or she is qualified by training and experience;
- (d) providing continuing medical education for family physicians, and encouraging participation in such training; and
- (e) promoting the science and art of family medicine, the betterment of the public health, and preserving patients’ right of free choice in selecting a physician.

1.2 Powers. To enable the Corporation to carry out its purposes, the Corporation will have the power to do any and all lawful acts and to engage in any and all lawful activities, directly or indirectly, alone or in conjunction with others which may be necessary, proper or suitable for the attainment of any of the purposes for which the Corporation is organized and which are permitted to be carried on by an organization exempt from federal income tax under Code Section 501(c)(6) and an organization incorporated under the Kansas General Corporation Code (“KGCC”).

1.3 Affiliation. The Corporation is a ~~{state}{regional}~~ constituent chapter of the American Academy of Family Physicians (“AAFP”) and as such, must comply with the provisions of the bylaws of AAFP (“AAFP Bylaws”) that are applicable to ~~{state}{regional}~~ constituent chapters. In the event there is a conflict or inconsistency between such a provision and one or more provisions of these Bylaws, the provision of the AAFP Bylaws will control.

1.4 Limitations. The Corporation will not engage in activities that are not in furtherance of the Corporation’s purposes, as described in this article. No part of the net earnings of the Corporation will inure to the benefit of or be distributable to any private individual or entity. The Corporation

will not participate in or intervene in (including publishing or distributing statements concerning) any political campaign on behalf of or in opposition to any candidate for public office to an extent that would disqualify it from tax exemption under Section 501(c)(6) of the Code. The Corporation is prohibited from making loans to (excluding advances made for legal defense made pursuant to Article VI), or guaranty obligations of, its directors or officers under any circumstance.

ARTICLE II
MEMBERS

2.1 Members. The Corporation will have members (“Members”) who are physicians that satisfy the qualifications for membership set forth in the AAFP Bylaws. The Members will be identified, selected and admitted by the Board of Directors of the Corporation (“Board”). The terms of membership will be defined and determined from time to time by the Board in accordance with these bylaws (“Bylaws”), the Articles of Incorporation of the Corporation (“Articles”), the Corporation’s guidelines, policies and procedures (collectively, “Policies”), the AAFP Bylaws, and applicable law, including with respect to classification and categorization; conditions, standards, qualifications, applications and issuance; dues, assessments, fees and other obligations, responsibilities, requirements, restrictions and guidelines; director and officer nomination processes and procedures; voting and other benefits, rights, privileges and preferences; mediating, resolving or otherwise addressing disputes and grievances; and duration, lapse, forfeiture, suspension, resignation, termination, expulsion, revocation and readmission or reinstatement.

2.2 Membership.

(a) Terms of Membership. To the extent the terms of membership conflict with the default terms of membership under applicable law, the terms of membership defined and determined by the Board in accordance with these Bylaws will control to the extent not prohibited by applicable law and will be considered to be provided by these Bylaws even if set forth in the Policies or the AAFP Bylaws.

(b) No Contract or Property Rights. Unless otherwise expressly and specifically provided, nothing in these Bylaws, the Articles or the Policies will be considered to create or vest in, between or among the Corporation and the Members any contractual or property rights.

2.3 Annual/Regular Membership Meeting. ~~The annual~~A regular meeting of the Members (“~~Annual~~will be held annually (“Membership Meeting”) and will be called by the Board for the election of directors and officers, and to transact such other business as may be required by applicable law, the Articles or these Bylaws, or as may be properly brought before the ~~Annual~~Membership Meeting. If the election of directors and officers is not held at the ~~Annual~~Membership Meeting or at any adjournment thereof, the Board will cause the election to be

held at a special meeting of the Members as soon thereafter as is convenient. The Board may postpone the time of holding the Annual Membership Meeting for a period of time it considers advisable.

2.4 Special Meetings. Special meetings of the Members for any purpose(s) may be called at any time by the Board or President. The Board or President, as applicable, may fix the date, time and place, if any, of a special meeting.

2.5 Notice. Written notice of each Annual Membership Meeting or special meeting of the Members, stating the date, time and place, if any, of the meeting, the means of remote communications, if any, and, in the case of a special meeting, the purpose(s) thereof, will be delivered to each Member entitled to notice thereof at least 30 days before the date of the meeting.

2.6 Quorum and Voting. ~~A majority~~ Ten percent (10%) of the Members entitled to vote at a meeting, present in person or ~~represented~~ by proxy, will constitute a quorum at all meetings of the Members for the transaction of business. If less than a quorum is present at a meeting, the chair of the meeting may adjourn or postpone the meeting to another date, time and place, if any, without further notice. In all matters the affirmative vote of a majority of the Members entitled to vote, present in person or ~~represented~~ by proxy, at ~~the~~ meeting at which a quorum is present, will be the act of the Members, unless the vote of a greater number is required under these Bylaws, the Articles or applicable law. Each Member entitled to vote will be entitled at every meeting of the Members to one vote on each matter submitted to a vote of the Members. Voting at meetings of the Members need not be by written ballot, unless the chair of the meeting determines that a written ballot is necessary or advisable.

2.7 Members Entitled to Vote. Active, Resident and Life Members in good standing, as determined by the Board in accordance with the AAFP Bylaws, will be entitled to vote on all matters presented to the Members at a meeting thereof.

2.8 Proxies. A Member entitled to vote may authorize another person or persons to vote or otherwise act for the Member by proxy authorized by an instrument in writing or by a transmission permitted by law and filed with the Secretary, but no such proxy may be voted or acted upon after three years from its date, unless the proxy provides for a longer period. Proxies must be filed with the secretary of the meeting. If a Member appoints a proxy in accordance with this section and such proxy holder(s) participate(s) in the meeting in accordance with these Bylaws, the Member will be considered to be present for all purposes of the meeting, including for purposes of determining the presence of a quorum.

2.9 Manner of Voting.

(a) Voting at Meetings. Any action required or permitted to be taken at a meeting of the Members may be taken at a meeting by a show of hands, voice vote, or written vote delivered to the Corporation.

~~(b) 2.9 [Action by Written Consent or Written Ballot.]~~ Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, are signed by Members entitled to vote having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all members entitled to vote were present in person or by proxy and voted, and are delivered to the Corporation. Every consent must bear the date of signature of each Member who signs the consent, and no consent will be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered to the Corporation, ~~consent~~ consents signed by a sufficient number of Members to take the action are delivered to the Corporation. Any consent may provide, whether through instruction to an agent or otherwise, that the consent will be effective at a future time, including a time determined upon the happening of an event, no later than 60 days after the instruction is given or such provision is made, and, for the purposes of this section, if evidence of the instruction or provision is provided to the Corporation, such later effective time will serve as the date of signature. Unless otherwise provided, any consent will be revocable prior to its becoming effective. Prompt notice of the taking of the action without a meeting by less than unanimous written consent will be given to those Members who have not consented in writing, ~~and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of the meeting had been the date that a written consent or consents signed by a sufficient number of Members to take the action were delivered to the Corporation.~~

ARTICLE III BOARD OF DIRECTORS

3.1 Number and Qualification. The Board will consist of that number of directors as determined exclusively by Board, from time to time; provided that all directors of the Corporation must be active Members in good standing. The Board will include (a) the officers of the Corporation, each of whom will also serve as directors during their term of office, (b) six At-Large Directors (as hereinafter defined); (c) one Resident Director (as hereinafter defined); and (d) one Student Director (as hereinafter defined). The President will serve as the chairperson of the Board. No reduction in the authorized number of directors will have the effect of removing any director before that director's term of office expires.

3.2 Election and Term of Office. ~~Director terms~~ Each director's term will commence ~~upon the adjournment of the Annual~~ on January 1st of the year following the Membership Meeting at which he or she is elected and will expire ~~upon the adjournment of the first or second Annual Meeting~~

~~after taking office~~ on December 31st of the year in which he or she takes office, or on December 31st of the following year, as applicable, or until his or her successor is elected, unless he or she sooner dies, resigns or is removed.

(a) At-Large Directors. At-Large Directors will be exclusively elected by the Members at the Annual Membership Meeting from a slate proposed by the Leadership Development Committee. Each At-Large Director will be elected to a two-year term. The terms of the At-Large Directors will be staggered to the extent possible, with one-half of the At-Large Directors being elected in even-numbered years and one-half of the At-Large Directors being elected in odd-numbered years.

(b) Resident Director. The Resident Director will be elected at the Annual Membership Meeting by a majority of the Resident Members, as that term is defined in the AAFP Bylaws, from a slate of Resident Members in good standing proposed by the Leadership Development Committee. Each Resident Director will be elected to a one-year term.

(c) Student Director. The Student Director will be elected at the Annual Membership Meeting by a majority of the Student Members, as that term is defined in the AAFP Bylaws, from a slate of Student Members in good standing proposed by the Leadership Development Committee. Each Student Director will be elected to a one-year term.

3.3 Regular Meetings. The Board will meet each year immediately following the Annual Membership Meeting of the Members, to appoint the members of any committee of the Board and to transact any other business that is properly brought before the meeting. Additional regular meetings, to transact business that is properly brought before the meeting, may be held at the date, time and place, if any, as are designated by the Board.

3.4 Special Meetings. Special meetings of the Board, for any purpose(s), may be called at any time by the President, Secretary, or any two or more directors. The person(s) who call the special meeting may fix the date, time and place, if any, of the meeting.

3.5 Notice. Written notice of a special meeting of the Board, stating the date, time and place, if any, and purpose(s) of the meeting, and the means of remote communications, if any, will be delivered to each director at least two days before the date of the meeting. Notice of regular meetings of the Board is not required.

3.6 Quorum and Voting. Except as otherwise provided by applicable law, the Articles or these Bylaws, a majority of the directors then in office will be necessary to constitute a quorum for the transaction of business at any meeting of the Board and the act of a majority of the directors present and voting at any meeting at which there is a quorum will be the act of the Board. Each director is entitled to one vote and director presence or voting by proxy is not permitted. If a

quorum is not present at any Board meeting, the chair of the meeting may adjourn or postpone the meeting to another date, time and place, if any, without further notice.

3.7 Resignation; Removal. Any director may resign at any time upon written notice to the President or the Secretary. A resignation is effective upon delivery unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. The acceptance of a resignation is not necessary to make it effective. The Board will have the exclusive authority to remove one or more directors, with or without cause, at any time, upon the affirmative vote of two-thirds of the directors then in office. Written notice of any such removal will be delivered to the director and to the President or Secretary.

3.8 Vacancies. Vacancies on the Board will be exclusively filled by the Board and each director so elected will hold office until the sooner to occur of (a) the expiration of the term of his or her predecessor in office, if any, (b) the next election of directors, and (c) the election of his or her successor, unless he or she sooner dies, resigns or is removed. A vacancy will be considered to exist by reason of the resignation or death of a director, and newly created directorships resulting from any increase in the number of directors.

3.9 Action by Written Consent. Any action, required or permitted to be taken at a meeting of the Board may be taken without a meeting if all directors consent thereto in writing.

3.10 Compensation. Directors will not receive any compensation for serving as a director, but, if approved by the Board, may be reimbursed for their expenses in the performance of their duties as members of the Board or any committee of the Board.

ARTICLE IV COMMITTEES OF THE BOARD

4.1 Designation of Committees. In addition to the standing committees of the Corporation, which will include ~~as the~~ Executive Committee, ~~a~~ and the Leadership Development ~~Committee~~ Committee, the Board may designate one or more additional committees of the Board, for such terms and with such powers, authority and duties as the Board authorizes and delegates; provided that no such committee will have the power or authority to: (a) authorize distributions to the Members or to the directors, officers, agents or employees of the Corporation except in exchange for value received; (b) approve or adopt, or recommend to the Members, any action or matter expressly required by the KGCC, the Articles or these Bylaws to be submitted to the Members for approval; or (c) adopt, amend or repeal the Articles or these Bylaws.

4.2 Executive Committee. The Executive Committee will consist of the officers of the Corporation. The President will serve as the chairperson of the Executive Committee. Executive

Committee will have the authority to act for and on behalf of the Board whenever the business of the Corporation demands prompt action between meetings of the Board or when it is impossible to convene the Board.

4.3 Leadership Development Committee. The Corporation will have a Leadership Development Committee, which will consist of the (a) immediate past President (the "Past President"), who will serve as the chairperson of the Leadership Development Committee, (b) President-Elect, (c) At-Large Directors in the first year of their term, and (d) such other individuals as may be appointed by the Board, from time to time. The Leadership Development Committee will be responsible for developing and proposing a slate of Active Members to fill any vacancies (i) on the Board, as provided in Article III; (ii) in the offices of President-Elect, Secretary, Treasurer, as provided in Article V; and (iii) in the positions of AAFP Delegate and AAFP Alternate Delegate, as provided in the Policies.

4.4 4.5-Meetings. Regular meetings of each committee of the Board will be held on the date, and at the time and place, if any, as are designated by the committee. Special meetings will be called in the same manner as special meetings of the Board.

4.5 4.6-Quorum and Voting. At meetings of each committee of the Board, a majority of the members thereof will be necessary to constitute a quorum for the transaction of business and the act of a majority of the members present and voting at any meeting at which there is a quorum will be the act of the committee. Each member of the committee is entitled to one vote and member presence or voting by proxy is not permitted.

4.6 4.7-Action by Written Consent. Any action required or permitted to be taken at a meeting of a committee of the Board may be taken without a meeting if all members of the committee consent thereto in writing.

4.7 4.8-Resignation and Removal. A member of a committee of the Board may be removed from the committee, either with or without cause, at any time, by the Board. Resignation or removal of a

director from the Board will automatically constitute resignation or removal, as applicable, of the director from the committee.

4.8 4.9-Vacancies. A vacancy on a committee of the Board will be filled by the Board in the manner prescribed by these Bylaws for the original designation of the members of the committee.

ARTICLE V OFFICERS

5.1 Offices and Qualification. The officers of the Corporation will be elected from a slate proposed by the Leadership Development Committee. The elected officers of the Corporation will be a President, President-Elect, Secretary, Treasurer, Past President, and such other officers as the Board may from time to time consider necessary or advisable for the conduct of the business of the Corporation. Active Members in good standing will be eligible to serve as officers of the Corporation. [Life Members and Supporting Members, as defined in the AAFP Bylaws, are Ineligible to serve as officers of the Corporation.] Each officer must at all times be a member of the Board.

5.2 Election. Officers of the Corporation will be exclusively elected by the Members at the ~~Annual~~Membership Meeting, from a slate proposed by the Leadership Development Committee, which will be prepared and distributed to the Members at least ~~60~~15 days prior to the ~~Annual~~Membership Meeting. The Past President will be elected by automatic succession of the President to the position of Past President, upon the expiration of the President's term. The President will be elected by automatic succession of the President-Elect to the position of the President, upon the expiration of the President-Elect's term. The Secretary will be elected in even-numbered years and the Treasurer will be elected in odd-numbered years.

5.3 Term of Office. The Past President, President and President-Elect will each serve a one-year term. A Member may serve only one term each as Past President, President and President-Elect. The Secretary and Treasurer will each serve two-year terms. A Member may serve two terms as the Secretary and three terms as the Treasurer of the Corporation. Each officer's term will commence ~~upon the adjournment of the Annual~~on January 1st of the year following the Membership Meeting at which the officer is elected, and will expire upon the adjournment of the first or second Annual Meeting on December 31st of the year in which he or she takes office, or on December 31st of the following year, as applicable, ~~after taking office~~ or until his or her successor is elected, unless he or she sooner dies, resigns or is removed.

5.4 Powers and Duties. The officers of the Corporation will have such powers and perform such duties in the management of the business of the Corporation as may be designated from time to time by, and subject to the direction and supervision of, the Board and, in the case of the officers

other than the President, the President. Unless otherwise provided by the Board, those powers and duties will include the following:

(a) Past President. The Past President will serve as the Corporation's representative to the KAFP Foundation's Board of Trustees, and ~~and~~ will preside at meetings in the absence of the President.

(b) President. The President will be the chairperson of the Board and will be responsible for general management and control in the ordinary course of the business of the Corporation. The President may execute and deliver, in the name and on behalf of the Corporation, agreements, instruments and documents of any kind or character (i) in the ordinary course of business and (ii) otherwise as authorized and directed by the Board. The President may appoint or employ and discharge agents and employees of the Corporation, and fix their compensation, as he or she considers necessary or advisable for the conduct of the business of the Corporation. Unless otherwise directed by the Board, the President will be entitled to attend in person, by substitute, or by proxy and act and vote on behalf of the Corporation at all meetings of the owners or members of any company in which the Corporation holds a voting interest or membership. The President-Elect will assume and perform the duties of the President at the request, or in the absence, of the President.

(c) President-Elect. The President-Elect will preside at meetings in the absence of both the Past President and the President. In the event of the President's death or resignation during his or her term of office, the President-Elect will succeed to the office of the President for the unexpired portion of the term.

(d) Secretary. The Secretary will be responsible for keeping the minutes of the proceedings at all meetings of the Board. The Secretary will see that all notices required to be given to the Board and Members are given in accordance with these Bylaws or as required by applicable law. The Secretary will assume and perform the duties of the President-Elect at the request, or in the absence, of the President-Elect.

(e) Treasurer. The Treasurer will ~~be the custodian of all of the Corporation's funds and other assets, have active control of and will be responsible for all matters pertaining to the accounts and finances of the Corporation. The Treasurer will have charge of the corporate funds and securities and will keep a record of and account for those funds, security and other property and indebtedness of the Corporation.~~ The Treasurer will be ~~bonded in an amount fixed by the Board of Directors, the premium thereon to be paid by~~ prepared at all times to give information as to the condition of the Corporation and will make a detailed annual report of the entire business and financial condition of the Corporation. The Treasurer will also perform, under the direction and subject to the control of the President and the Board, any other duties assigned to the Treasurer.

Upon approval by the Board, the Treasurer may delegate to employees of the Corporation the Treasurer's duties.

5.5 Resignation; Removal. Any officer of the Corporation may resign at any time upon written notice to the President or the Secretary, if such officer is not the resigning officer. A resignation is effective upon delivery unless the resignation specifies a later effective date or an effective date determined upon the happening of an event or events. The acceptance of the resignation will not be necessary to make it effective. The ~~Members~~ Board will have the exclusive authority to remove one or more officers, at any time and with or without cause, but that removal will be without prejudice to the contract rights, if any, of the person so removed. The election of an officer does not itself create contract rights. Removal or resignation of a director pursuant to Section 3.7 will automatically constitute removal or resignation, as applicable, of the director from any position that he or she holds as an officer of the Corporation.

5.6 Vacancies. A vacancy in an office occasioned by the death, resignation, or removal of the officer, or the increase in the number of officers, will be exclusively filled by the Members, other than a vacancy in the office of the (a) Past President, which will be filled by automatic succession of the President to the position of Past President, or (b) President, which will be filled by automatic succession of the President-Elect to the position of President. The person elected to fill a vacancy will serve until the sooner to occur of (i) the expiration of the term of his or her predecessor in office, if any, (ii) the next election of officers, and (iii) the election of his or her successor, unless he or she sooner dies, resigns or is removed.

5.7 Compensation. Officers will not receive any compensation for serving as an officer, but, if approved by the Board, may be reimbursed for their expenses in the performance of their duties as officers.

ARTICLE VI INDEMNIFICATION

6.1 Power to Indemnify in Actions, Suits or Proceedings Other Than Those by or in the Right of the Corporation. Subject to Section 6.3, the Corporation will indemnify, to the fullest extent permitted by the KGCC or any other applicable law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he or she is or was a director or officer of the Corporation or any predecessor of the Corporation, or he or she is or was a director or officer of the Corporation serving at the request of the Corporation as a director, trustee, officer, employee or agent of another company, against expenses (including attorneys' fees,) judgments, penalties, excise taxes, fines and amounts paid in settlement actually and reasonably incurred by him or her

in connection with such action, suit or proceeding, including the defense or settlement thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that he or she did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, he or she had reasonable cause to believe that his or her conduct was unlawful.

6.2 Power to Indemnify in Actions, Suits or Proceedings By or in the Right of the Corporation. Subject to Section 6.3, the Corporation will indemnify, to the fullest extent permitted by the KGCC or any other applicable law, any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the Corporation or any predecessor of the Corporation, or he or she is or was a director or officer of the Corporation serving at the request of the Corporation as a director, trustee, officer, employee or agent of another company against expenses (including attorneys' fees,) judgments, penalties, excise taxes, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, including the defense or settlement thereof, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification will be made in respect of any claim, issue or matter as to which he or she is adjudged to be liable to the Corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, he or she is fairly and reasonably entitled to indemnity for such expenses which the court considers proper.

6.3 Authorization of Indemnification. Any indemnification under this article (unless ordered by a court) will be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.1 or 6.2, as the case may be. The determination will be made, with respect to a person who is a current or former director or officer, (a) by the affirmative vote of a majority of the directors then in office who are not parties to or otherwise involved in the action, suit or proceeding, even though less than a quorum, (b) by a committee of those directors designated by the affirmative vote of a majority of those directors, even though less than a quorum, (c) if there are no such directors, or if those directors so direct, by independent legal counsel in a written opinion, or (d) by the Members (but only if a majority of the directors then in office who are not parties to the action, suit or proceeding, if they constitute a quorum of the Board, presents the issue of entitlement to indemnification to the Members for its

determination.) To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding described above, or in defense of any claim, issue or matter therein, he or she will be indemnified against expenses (including attorneys' fees,) judgments, penalties, excise taxes, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection therewith, without the necessity of authorization in the specific case.

6.4 Good Faith Defined. For purposes of any determination under Section 6.3, to the fullest extent permitted by the KGCC or any other applicable law, a person will be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful, if his or her action is based on the records or books of account of the Corporation or another company, or on information supplied to him or her by the officers of the Corporation or another company in the course of their duties, or on the advice of legal counsel for the Corporation or another company or on information or records given or reports made to the Corporation or another company by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another company. The term "another company" as used in this section will mean any other company of which the person is or was serving at the request of the Corporation as a director, trustee, officer, employee or agent. The provisions of this section will not be considered to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 6.1 or 6.2, as the case may be.

6.5 Indemnification by a Court. Notwithstanding any contrary determination in the specific case under Section 6.3 and notwithstanding the absence of any determination thereunder, any director or officer may apply to a court for indemnification to the extent otherwise permissible under Sections 6.1 and 6.2. The basis of the indemnification by a court will be a determination by the court that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standards of conduct set forth in Section 6.1 or 6.2, as the case may be. Neither a contrary determination in the specific case under Section 6.3 nor the absence of any determination thereunder will be a defense to the application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct. Notice of any application for indemnification pursuant to this section will be given to the Corporation promptly upon the filing of the application. If successful, in whole or in part, the director or officer seeking indemnification will also be entitled to be paid the expense of prosecuting the application.

6.6 Expenses Payable in Advance. To the fullest extent not prohibited by the KGCC or any other applicable law, expenses incurred by a person who is or was a director or officer in defending any civil, criminal, administrative or investigative action, suit or proceeding will be paid by the Corporation in advance of the final disposition of the action, suit or proceeding; provided,

however, that if the KGCC or any other applicable law requires, an advance of expenses incurred by any person in his or her capacity as a director or officer (and not in any other capacity) will be made only upon receipt of an undertaking by him or her or on his or her behalf to repay such amount if it ultimately is determined that he or she is not entitled to be indemnified by the Corporation as authorized in this article.

6.7 Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this article will not be considered exclusive of any other rights to which the person seeking indemnification or advancement of expenses may be entitled under the Articles, these Bylaws, any agreement, consent of the Members, vote of disinterested directors, applicable law, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding the office, it being the policy of the Corporation that indemnification of the persons specified in Sections 6.1 and 6.2 will be made to the fullest extent permitted by applicable law. The provisions of this article will not be considered to preclude the indemnification of any person who is not specified in Section 6.1 or 6.2 but whom the Corporation has the power or obligation to indemnify under the provisions of the KGCC or any other applicable law. The Corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the extent not prohibited by the KGCC or any other applicable law.

6.8 Insurance. To the fullest extent permitted by the KGCC or any other applicable law, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was a director, officer, employee or agent of the Corporation serving at the request of the Corporation as a director, trustee, officer, employee or agent of another company 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 would have the power or the obligation to indemnify him or her against that liability under the provisions of this article.

6.9 Certain Definitions. For purposes of this article, references to “the Corporation” will include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, trustees or officers, so that any person who is or was a director, trustee or officer of the constituent corporation, or is or was a director, trustee or officer of the constituent corporation serving at the request of the constituent corporation as a director, trustee, officer, employee or agent of another company, will stand in the same position under the provisions of this article with respect to the resulting or surviving corporation as he or she would have with respect to the constituent corporation if its separate existence had continued. For purposes of this article, references to “serving at the request of the

Corporation” will include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, the person with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner “not opposed to the best interests of the Corporation” as referred to in this article.

6.10 Survival of Indemnification and Advancement of Expenses. The rights to indemnification and advancement of expenses conferred by this article will continue as to a person who has ceased to be a director or officer and will inure to the benefit of his or her heirs, executors, administrators and other personal and legal representatives.

6.11 Notice. Promptly after receipt by a director or officer of notice of the commencement of any action, suit or proceeding, he or she will, if a claim for indemnification hereunder in respect thereof is to be made against the Corporation, notify the Corporation of the commencement thereof, but the failure to so notify the Corporation will not relieve the Corporation from any liability which it may have to him or her hereunder unless the Corporation is materially and adversely prejudiced by such failure. Subject to Section 6.12, with respect to any such action, suit or proceeding of which a director or officer notifies the Corporation under this section or of which the Corporation is otherwise aware, the Corporation will be entitled to participate therein at its own expense.

6.12 Assumption of Defense. Except as otherwise provided in this section, the Corporation, jointly with any other indemnifying party similarly notified, will be entitled to assume the defense of any action, suit or proceeding, upon notice to the director or officer. After notice from the Corporation to the director or officer of its election to so assume the defense of any such action, suit or proceeding, the Corporation will not be liable to him or her for any legal or other expenses subsequently incurred by him or her in connection with the defense thereof except as provided below. Any director or officer will have the right to employ his or her own counsel in such action, suit or proceeding, but any fees and expenses of such counsel incurred after notice from the Corporation under this section will be at his or her sole and exclusive expense unless (a) his or her engagement of counsel has been authorized in writing by the Corporation, (b) he or she has concluded that there may be a conflict of interest between the Corporation and him or her in the conduct of the defense of the action, suit or proceeding and the Corporation has given its prior written consent (not to be unreasonably withheld, conditioned or delayed,) or (c) the Corporation has not in fact engaged counsel to assume the defense of the action, suit or proceeding (and in the case of each of clauses (a), (b), or (c) above, the fees and expenses of such counsel will be at the expense of the Corporation.) The Corporation will not be entitled to assume the defense of any

action, suit or proceeding brought by or on behalf of the Corporation or described in clause (ii) above.

6.13 Limitation on Indemnification. Notwithstanding anything contained in this article to the contrary, the Corporation will not be obligated to indemnify any director or officer (a) in connection with a proceeding (or part thereof) initiated by him or her unless the proceeding (or part thereof) was authorized or consented to by the Board, except for proceedings to enforce rights to indemnification (which will be governed by Section 6.5), or (b) if a final decision by a court of competent jurisdiction determines that such indemnification is prohibited by applicable law. No indemnity pursuant to Section 6.1 and 6.2 will be paid by the Corporation to any person who is or was a director, officer, employee or agent of the Corporation, or is or was a director, officer, employee or agent of the Corporation serving at the request of the Corporation as a director, trustee, officer, employee or agent of another company in respect of any expenses (including attorneys' fees) judgments, penalties, excise taxes, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, including the defense or settlement thereof, to the extent he or she has otherwise received payment therefor under any insurance policy or otherwise.

6.14 Indemnification of Employees and Agents. The Corporation may, to the extent authorized from time to time by the Board in writing, provide rights to indemnification and to the advancement of expenses to employees and agents of the Corporation similar to those conferred in this article to directors and officers of the Corporation.

6.15 Effect of Amendment or Repeal. Neither any amendment or repeal of any section of this article, nor the adoption of any provision of the Articles or these Bylaws inconsistent with this article, will adversely affect any right or protection of any director, officer, employee or other agent established pursuant to this article existing at the time of the amendment, repeal or adoption of the inconsistent provision, including by eliminating or reducing the effect of this article, for or in respect of any act, omission or other matter occurring, or any action or proceeding accruing or arising (or that, but for this article, would accrue or arise,) prior to the amendment, repeal or adoption of the inconsistent provision.

6.16 Settlement. The Corporation will not be liable for indemnification of any director or officer for any amounts paid in settlement of any action or claim where such settlement was effected without its prior written consent. The Corporation will not be required to obtain the consent of any director or officer for the settlement of any proceeding the Corporation has undertaken to defend if the Corporation assumes full and sole responsibility for each and such settlement; provided, however, that the Corporation will be required to obtain his or her prior written approval, which approval must not be unreasonably withheld, conditioned or delayed, before entering into any settlement that (a) does not grant him or her a complete release of liability, (b) would impose any

penalty or material limitation on him or her (other than reasonable obligations of confidentiality and non-disparagement,) or (c) would admit any liability or misconduct by him or her. In furtherance of the foregoing, except where the Corporation is required to obtain a director's or officer's prior written approval as described in clauses (a), (b), and (c) above, any director or officer that fails to promptly execute and deliver any settlement agreement or related documentation required by the Corporation to effect such a settlement will no longer be entitled to indemnification under this article.

ARTICLE VII ELECTRONIC COMMUNICATIONS, RECORDS AND SIGNATURES

7.1 Remote Communication. Subject to any guidelines and procedures the Board may adopt, a person not physically present at a meeting of the Members, the Board or a committee of the Board may, by means of remote communication participate in the meeting and be considered present in person and vote at the meeting whether the meeting is to be held at a designated place, by means of remote communication or both, provided that (a) the Corporation will implement reasonable measures to verify that the person is a Member, ~~proxy of a Member,~~ or a director, as the case may be; (b) the Corporation will implement reasonable measures to permit the person to participate in the meeting and to vote on matters submitted, including, with respect to meetings of the Board or a committee of the Board, the ability of each director to simultaneously hear each other during the meeting; and (c) if the person votes or takes other action at the meeting by means of remote communication, a record of the vote or other action will be maintained by the Corporation.

7.2 Electronic Records and Signatures.

(a) Except to the extent prohibited by these Bylaws, the Articles or the KGCC or any other applicable law, subject to the following requirements, electronic records and signatures may be used in connection with and relied on for all matters contemplated by these Bylaws, including all notices, waivers, records, consents, votes, and any requirement that any such document be "written," "in writing," "delivered" or "signed," and none of the Corporation, any director or any Member may contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under the KGCC or any other applicable law.

(b) Without limiting the manner by which notice otherwise may be given effectively to Members, any notice to Members given by the Corporation under the Articles or these Bylaws will be effective if given by a form of electronic transmission consented to by the Member to whom the notice is given. The consent will be revocable by the Member by written notice to the Corporation. The consent will be considered revoked if (i) the Corporation is unable to deliver by electronic

transmission two (2) consecutive notices given by the Corporation in accordance with the consent, and (ii) that inability becomes known to the Secretary or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat that inability as a revocation will not invalidate any meeting or action.

(c) Notice given pursuant to Section 7.2(b) ~~hereof~~ will be considered given: (i) if by facsimile tele-communication, when directed to a number at which the Member has consented to receive notice; (ii) if by electronic mail, when directed to an electronic mail address at which the Member has consented to receive notice; (iii) if by a posting on an electronic network together with separate notice to the Member of that specific posting, upon the later of (x) the posting, and (y) the giving of the separate notice; and (iv) if by any other form of electronic transmission, when directed to the Member. An affidavit of the Secretary or other agent of the Corporation that the record has been given by a form of electronic transmission will, in the absence of fraud, be prima facie evidence of the facts stated therein.

(d) With respect to written consents ~~by and written votes of~~ Members, an electronic transmission consenting to an action to be taken ~~or voting on a matter on which a Member is entitled to vote,~~ and transmitted by a Member ~~or proxy holder, or by a person or persons authorized to act for a Member or proxy holder,~~ will be considered to be written, signed, dated and delivered for the purposes of Section 2.9 ~~hereof (b),~~ provided that the electronic transmission sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the Member ~~or proxy holder or by a person or persons authorized to act for the Member or proxy holder,~~ and (ii) the date on which the Member or proxy holder or authorized person or persons transmitted the electronic transmission. The date on which the electronic transmission is transmitted will be considered to be the date ~~on which~~ of the consent ~~was signed or vote, as the case may be.~~ A consent ~~given or vote delivered~~ by electronic transmission need not be reproduced in paper form and delivered to the Corporation to be considered to have been delivered.

(e) For purposes of these Bylaws, “electronic transmission” means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

ARTICLE VIII GENERAL PROVISIONS

8.1 Place of Meetings. Any meeting of the Members, Board or committee of the Board may be held at the principal office of the Corporation, or at such other place within or outside of the State of Kansas as determined by the ~~Members, Board or the committee, respectively, in accordance~~

~~with these Bylaws. The Members, Board or committee~~ Board, committee or President, as applicable. The Board, committee or President, as applicable, may determine that a meeting will not be held at any place, but may instead be held solely by means of remote communication as authorized by Section 7.1.

8.2 Waiver of Notice. The giving of any notice of the date, time, place, if any, or purpose of holding any meeting of the Members, the Board or a committee of the Board, and any requirement as to publication thereof, whether statutory or otherwise, will be waived by the attendance at the meeting by any person entitled to receive the notice, wither in person ~~or, if permitted, by proxy,~~ except when the person ~~or proxy~~ attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened (who will not be considered to be present for purposes of determining whether a quorum is present.) and may be waived by the person by an instrument in writing executed and filed with the records of the meeting, either before or after the holding thereof.

8.3 Organization of Board, Member and Board Committee Meetings; Order of Business. Meetings of the Board and Members will be presided over by the Past President or, in the absence thereof, by the President, or, in the absence thereof, by the President-Elect. Meetings of committees of the Board will be presided over by the chairperson of the committee, who will be designated by the Board in accordance with these Bylaws or, in the absence of such designation, as chosen by the members of the committee. The Secretary will act as secretary of the meetings of the Board and Members, but in the absence of the Secretary, the chairperson of the meeting may appoint any person to act as secretary of the meeting. Each committee will elect a secretary, who will be either a member of the committee or the Secretary. The order of business at a meeting of the Members, Board or a committee of the Board will be determined by the chairperson of the meeting.

8.4 Record of Board and Committee Action; Reports. The Board and its committees will keep regular minutes of their proceedings, which minutes must be prepared and submitted to the Board or committee, as applicable, for approval by the later of the next meeting of the Board or committee, as applicable, and 60 days after the date of the meeting. In addition, committees of the Board will report the minutes to the Board in accordance with these Bylaws and when so required by the Board.

8.5 Fiscal Year. The Board will have the power to determine and from time to time change the fiscal year of the Corporation. In the absence of contrary action by the Board, the fiscal year of the Corporation will begin on the first day of January in each year and end on the last day of December in each year.

~~8.6 Amendment of Bylaws. Any five or more Members or a special committee appointed for such purpose may propose amendments to these Bylaws by submitting the same to the President, in writing, at least 60 days prior to the Annual Meeting or any special meeting of the Members. Written or printed notice of such amendments will be given to all Members at least 30 days prior to the meeting at which a vote to adopt such amendments will be held. An affirmative vote of at least two thirds of the Members entitled to vote thereon will be required to adopt an amendment to these Bylaws. Any amendment to these Bylaws will be subject to the relevant provisions of the AAFP Bylaws.~~

8.6 8.7 Interpretation. The terms “include,” “including” and similar terms will be construed as if followed by the phrase “without being limited to.” The term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The terms “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in these Bylaws refer to these Bylaws as a whole and not to any particular provision or section of these Bylaws. The term “company” means a general, limited or limited liability partnership, trust, estate, association, joint venture, joint stock company, limited liability company, unincorporated organization, employee benefit plan, government (or an agency or political subdivision thereof) or, as applicable, any other entity or enterprise. All references herein to articles, sections and subsections will be construed to refer to articles, sections and subsections of these Bylaws. Article and section headings are provided for reference purposes only and in no way define, limit, construe or describe the scope or extent of any article or section hereof. Reference to any document will refer to the document as amended, supplemented or otherwise modified. Reference to any law will include any amendment thereto or any replacement or successor law thereof.

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