

AMENDED AND RESTATED CODE OF REGULATIONS

OF

Medina Two Meter Group (M2M), Inc.

**Adopted by the Members on
February 11, 2019**

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OF

MEDINA TWO METER GROUP (M2M), INC.

ARTICLE I

GENERAL

Section 1. Name. The name of this Club shall be Medina Two Meter Group (M2M), Inc. (the “**Club**”).

Section 2. Purposes. The Club shall have such purposes as are now, or may hereafter, be set forth in its Articles of Incorporation.

Section 3. Powers. The Club shall have such powers as are now, or may hereafter be, granted by the Nonprofit Corporation Law of the State of Ohio, by its Articles of Incorporation, and by this Code of Regulations.

ARTICLE II

OFFICES

Section 1. Offices. The principal office of the Club shall be in Medina, Ohio or at such other place as the Board of Trustees may from time to time appoint or as the activities of the Club may require.

ARTICLE III

MEMBERSHIP

Section 1. Qualifications/Eligibility for Membership. Membership in the Club is open to all persons with a sincere interest in the hobby of amateur radio regardless of sex, race, creed, disability, or national origin.

Section 2. Joining the Club. All applicants will be subject to approval by the Membership committee, which shall consist of at least one (1) Board member. Any application that was rejected by the membership committee shall be reviewed by the Board of Trustees for final disposition. All approved applicants to the club shall be on a probationary Membership for six (6) months after which the new member shall receive all privileges as allowed according to his/her member status.

Probationary membership carries all privileges of regular membership except for the right to vote or run for elected office.

Section 3. Revocation of Membership. Membership in the Club may be revoked for cause following a hearing by the Board of Trustees if, after reviewing the facts, they feel that the revocation is warranted.

Section 4. Categories of Membership.

- i. Member. A member shall be described as any licensed amateur that has paid his/her dues for the current calendar year.
- ii. Associate Member. An associate member, defined as a person who does not hold a valid amateur license, shall have all rights and privileges of a regular member except for the right to vote or run for elected office.
- iii. Life Member. A life member shall be any member that has paid dues of an amount set by the Board of Trustees and approved by the membership, that will preclude him/her from paying annual dues for his/her lifetime. Life members are always considered members and have the same rights and privileges as any other member.
- iv. Family Membership. Family membership shall be defined as one designated person from a household to be the member, his/her spouse and any dependent children living at the same residence under the age of eighteen (18) to be designated as family members. The person designated as the member shall have all the rights and privileges of any other member.

Section 5. Meetings of Members.

- i. Annual Meeting. The Annual Meeting of the Members shall be held in November each year at the principal offices of the Club, or at another date, time and place as designated by the President and stated in the meeting notice. The purpose of the Annual Meeting will be to elect Officers and Trustees to transact such other business as may come before the meeting.
- ii. Regular Meetings. Regular in-person meetings shall be held on the second Monday of every month at a time and place designated by the President for the purpose of training and the exchange of information.
- iii. Notice. The following provisions shall govern notice:
 - (a) Written notice of the time and place of each meeting of the Members and the means, if any, by which Members can be present and vote at the meeting through the use of Authorized Communications Equipment, shall be given to each Member entitled to participate in said meeting by personal delivery, by electronic mail transmission, by

United States mail, express mail, or courier services with postage or fees prepaid, or by Authorized Communications Equipment, not less than two and not more than 90 days before the meeting, which notice need not specify the purpose of the meeting.

(b) Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

(c) If the notice is sent by United States mail, express mail, or courier service, it shall be deemed to be delivered when deposited in the mail or with the courier service.

(d) If notice is given by personal delivery or electronic mail, or other Authorized Communications Equipment, such notice shall be deemed to have been given when delivered or when transmitted by the sending facility.

(e) Any Member may waive notice of any meeting. The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

iv. Authorized Communications Equipment. Authorized Communications Equipment means any communication equipment that provides a transmission, including, but not limited to, by telephone, telecopy, or any electronic means, from which it can be determined that the transmission was authorized by, and accurately reflects the intention of the Trustee involved and, with respect to meetings, allows all persons participating in the meeting to contemporaneously communicate with each other. Persons attending the meeting pursuant to this provision are to be treated as present at the meeting.

v. Quorum. Nine Members constitute a quorum for a meeting of the Members.

Section 6. Dues. Dues shall be paid annually in the month of January and shall be considered to the term of January 1 thru December 31 in any given year. The amount of the dues shall be determined by the Board of Trustees. Family dues shall be one and one-half (1 ½) the members' dues and includes all members of the immediate family as described above. A pro-rata amount of 50% of the full year's dues shall be allowed for new members only joining after July 1st of each year. An associate members' dues are one-half (1/2) of a member's dues.

ARTICLE IV

BOARD OF TRUSTEES

Section 1. General Powers. Except as otherwise set forth herein, all of the business and affairs of the Club shall be managed and controlled by the Board of Trustees. The Board of Trustees will consist of elected Officers and Trustees. The Board of Trustees will be the policy, strategic planning, and decision making body for the Club.

Section 2. Number and Terms of Trustees. The Board of Trustees will consist of such number of persons, not less than **four**, as may be determined by the Members from time to time at a meeting called to elect Trustees, and once fixed, such number will continue to be the number of authorized Trustees until it is changed by the Members at a subsequent meeting called to elect Trustees. Trustees will be elected to serve for two year terms or until their successors are duly elected and qualified. Any Trustee may serve for successive terms in office.

Section 3. Annual Meeting. The Annual Meeting of the Board of Trustees shall be held in November each year at the principal offices of the Club, or at another date, time and place as designated by the Board of Trustees and stated in the meeting notice. The purpose of the Annual Meeting will be to transact business as may come before the meeting.

Section 4. Regular Meetings. Regular Meetings of the Board of Trustees may be held on such days and at such places and times as the Board specifies at its Annual Meeting in each year. The Board may elect not to set Regular Meetings in a given year.

Section 5. Special Meetings. Special Meetings of the Board of Trustees may be called by the President or, in the case of the President's absence, death or disability, the vice president authorized to exercise the authority of the president, by the Trustees by action at a meeting, or by a majority of the Trustees acting without a meeting at such place and time as the person or persons calling such meeting shall specify in the notice of said Meeting.

Section 6. Location of Meeting. Meetings of the Trustees may be held at any place within or without the State of Ohio as specified in the notice of the Meeting.

Section 7. Notice. The following provisions shall govern notice:

(a) Written notice of the time and place of each meeting of the Trustees and the means, if any, by which Trustees can be present and vote at the meeting through the use of Authorized Communications Equipment, shall be given to each Trustee by personal delivery, by electronic mail transmission, by United States mail, express mail, or courier services with postage or fees prepaid, or by Authorized Communications Equipment, not less than two and not more than 90 days before the meeting, which notice need not specify the purpose of the meeting.

(b) Notice of adjournment of a meeting need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

(c) If the notice is sent by United States mail, express mail, or courier service, it shall be deemed to be delivered when deposited in the mail or with the courier service.

(d) If notice is given by personal delivery or electronic mail, or other Authorized Communications Equipment, such notice shall be deemed to have been given when delivered or when transmitted by the sending facility.

(e) Any member of the Board of Trustees may waive notice of any meeting. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 8. Voting. Each member of the Board of Trustees shall be entitled to one vote.

Section 9. Quorum. Four Trustees constitute a quorum for a meeting of the Board of Trustees. If a quorum is not present, a majority of the Trustees present may adjourn and reconvene the meeting from time to time without further notice.

Section 10. Majority Vote. If a quorum is present, the affirmative vote of a majority of the Trustees present at the meeting will be the act of the Board of Trustees, unless otherwise provided by Ohio law, the Articles of Incorporation and the Code of Regulations.

Section 11. Action by Unanimous Written Consent. Any action which may be taken at a meeting of the Board of Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Trustees of the Club entitled to vote. Any such writing shall be filed with, or entered upon, the records of the Club. Any transmission by Authorized Communications Equipment that contains the affirmative vote or approval of the Trustee is a signed writing for purposes of an action by the Trustees without a meeting.

Section 13. Procedure. The President shall preside at the meetings of the Board of Trustees.

Section 14. Compensation; Expenses. Trustees as such shall not receive any compensation for their services; but nothing contained in this Code of Regulations shall be construed to preclude any Trustee from serving the Club in any other capacity and receiving reasonable compensation therefor. Each Trustee shall be entitled to reimbursement for out-of-pocket expenses reasonably incurred in connection with his or her performance of Trustee duties.

Section 15. Resignation. Any Trustee of the Club may resign at any time, either by oral tender of resignation at any meeting of the Board of Trustees or by giving written notice thereof to the Secretary of the Club. Such resignation shall take effect at the time specified therefor and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective.

Section 16. Removal. A Trustee may be removed, with or without cause, at a meeting called expressly for that purpose by the vote of the Members or the vote of a majority of the Trustees in office.

Section 17. Vacancies. Any vacancy occurring in the Board of Trustees shall be filled by the vote of the Members. A Trustee elected to fill a vacancy occurring in the Board of Trustees shall be elected for the unexpired term of his or her predecessor in office.

ARTICLE V

COMMITTEES OF THE BOARD OF TRUSTEES

Section 1. Authority to Create Board Committees. The Board of Trustees may, from time to time, appoint temporary or special committees of the Board and may give them the powers and authority to revoke their appointment, or restrict or modify their powers, as the Trustees deem best, provided that no committee will consist of less than one (1) Trustee and all committees will have Trustees as their only voting members. Each such committee with Board-delegated powers will act only in the intervals between meetings of the Board of Trustees, and will be subject to the control and direction of the Board of Trustees.

Section 2. Vacancies. Vacancies in the membership of any committee may be filled by the Board of Trustees at a meeting of the Trustees.

ARTICLE VI

OFFICERS

Section 1. Officers. The officers of the Club shall consist of a President, a Vice President, a Treasurer, and a Secretary and, if desired, a Chairperson of the Board, one or more additional Vice-Presidents, an Assistant Treasurer, an Assistant Secretary, and such other officers and assistant officers as may be deemed necessary, each of whom may be designated by such other titles as may be provided in the Articles of Incorporation, this Code of Regulations, or a Resolution of the Trustees. In order to be eligible for office a candidate must be a paid up member for at least one full year prior to the election, have a valid amateur license, be over 18 and have attended at least six (6) meetings in the prior year. All officers must also be Trustees.

Section 2. Election and Term of Office. The Officers of the Club shall be elected annually by the Members at the Annual Meeting of the Members. Each Officer shall hold office until his or her successor has been duly elected and accepted office or until his or death, resignation or removal (in the manner provided below). There shall be no limit on the number of consecutive terms an officer may service, except that the office of the president shall be limited to two (2) consecutive terms. In the event there are insufficient nominations for this office, this rule may be suspended by a two-thirds (2/3) majority vote of members present at the election meeting.

Section 3. Removal. Any officer elected by the Members may be removed with or without cause, at a meeting called expressly for that purpose by the vote of the Members or the vote of a majority of the Trustees in office, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies. A vacancy in office of the Club because of death, resignation, removal, disqualification, or otherwise of an officer may be filled by the Board of Trustees for the unexpired portion of the term.

Section 5. President. The following provisions shall govern the office of President:

(a) The President shall be elected by the Members and shall preside at all meetings of the Board of Trustees (unless the Trustees have elected a Chairperson who will preside at the meetings of the Trustees).

(b) Unless otherwise provided by the Board of Trustees, the President shall have general overall supervision of all of the business and affairs of the Club and will have the authority and perform the duties generally associated with that position, except to the extent the Board of Trustees may expand or restrict such authority.

(c) The President shall be an ex officio voting member of all committees which may be from time to time elected or appointed.

(d) The President may sign, with the Secretary or any other officer of the Club authorized by the Board of Trustees, any deeds, mortgages, bonds, contracts, or other instruments which have been authorized to be executed except in cases where the signing and the executions thereof would be expressly delegated by the Board of Trustees or by this Code of Regulations or by statute to some other officer or agent of the Club; and will perform such other duties as may be prescribed by the Board of Trustees from time to time.

Section 6. Vice-President. One or more Vice-Presidents may be elected by the Members and, in the absence of the President, the Vice-Presidents (in the order of their election) shall perform the duties of President when the office of President is vacant, or the President is unable or unavailable to act and will perform the duties and have the powers as the Trustees may, from time to time, prescribe.

Section 7. Treasurer. The following provisions shall govern the office of Treasurer:

(a) Subject to the direction of the Board of Trustees, the Treasurer shall have charge and custody of and be responsible for all funds and securities of the Club; receive and give receipts for moneys due and payable to the Club from any source whatsoever; deposit all such moneys in the name of the Club in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of this Code of Regulations; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Trustees.

(b) If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the Board of Trustees shall determine.

Section 8. Secretary. The following provisions shall govern the office of Secretary:

(a) Subject to the direction of the Board of Trustees, the Secretary or his or her designee shall keep the minutes of the meetings of the Board of Trustees in one or more

books provided for that purpose; assure that minutes of all meetings of any committees are prepared and filed with the records of the Club; assure that all notices are given in accordance with the provision of this Code of Regulations or as required by law; be custodian of the Club's records and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board of Trustees.

(b) In the absence of any Vice Presidents, the Secretary shall perform the duties of the President when the office of President is vacant, or the President is unable or unavailable to act.

Section 9. Assistant Treasurers and Assistant Secretaries. Any Assistant Treasurer or Assistant Secretary shall perform such duties as shall be assigned to him or her by the Treasurer, the Secretary, or the Board of Trustees, as the case may be.

Section 10. Compensation. The officers of the Club, as such, shall not receive any compensation for their services; but nothing contained in this Code of Regulations shall be assumed to preclude any officer from serving the Club in any other capacity and receiving reasonable compensation therefor. Each officer shall be entitled to reimbursement for out-of-pocket expenses reasonably incurred in connection with his or her performance of duties as an officer of the Club.

ARTICLE VII

AGENTS AND REPRESENTATIVES

The Board of Trustees may appoint such agents and representatives of the Club with such powers and to perform such acts or duties on behalf of the Club as the Board of Trustees may see fit, so far as may be consistent with the Articles of Incorporation and this Code of Regulations, to the extent authorized or permitted by law.

ARTICLE VIII

LIMITATION OF LIABILITY IN DAMAGES AND INDEMNITY

Section 1. Limitation of Liability in Damages of a Member or Trustee. Other than in connection with an action or suit in which the only liability asserted against a Trustee is for voting for or assenting to a statutorily proscribed assets distribution or loan, a Member or Trustee of the Club shall be liable in damages for any action he or she takes or fails to take as a Member or Trustee only if it is proved by clear and convincing evidence in a court of competent jurisdiction that his action or failure to act involved an act or omission either undertaken with deliberate intent to cause injury to the Club or undertaken with reckless disregard for the best interests of the Club.

Section 2. Indemnification.

(a) Subject to the provisions of paragraph (b) below, the Club shall defend, indemnify, and save harmless each person, and the heirs, legal representatives, executors, and administrators of such person, who is, or was, a Trustee, Member, officer, employee, or agent of this Club or who is, or was, serving as a fiduciary of a retirement or welfare plan maintained by this Club or who is, or was, serving at the request of this Club and for the benefit of this Club in any of the foregoing capacities for another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, or other enterprise (all of the previously enumerated positions shall be referred to as “**Covered Positions**”), against all costs and expenses (including, but not limited to, attorneys' fees and disbursements, judgments, fines, penalties and amounts paid in settlement) actually and reasonably incurred by him or imposed upon him:

(i) In connection with or arising out of any claim, action, suit, proceeding, or investigation (or any issue or matter therein), whether civil, criminal, administrative, or whatever nature, to which he is made or threatened to be made a party or in which he is necessarily involved by reason of the fact that he is, or was, serving in any one or more of the Covered Positions; and

(ii) In connection with any negotiations or settlement thereof, or appeal therein.

(b) The provisions of paragraph (a) above shall not be effective unless the person who is, or was, serving in a Covered Position:

(i) Is determined to have acted in good faith;

(ii) Is determined to have acted in a manner he reasonably believed to be in or not opposed to the best interests of any such corporation or enterprise; and

(iii) Is determined in any matter the subject of a criminal action, suit, or proceeding, to have had no reasonable cause to believe that his conduct was unlawful.

(c) The termination of any action, suit, or proceeding, or any issue or matter therein, 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 he reasonably believed to be in or not opposed to the best interests of any such corporation or enterprise, and with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

(d) Notwithstanding anything contained in this Section 2, no indemnification shall be made by the Club (i) in respect of any action or suit in which liability is asserted against a Member or Trustee and that liability is pursuant to a statutorily proscribed assets distribution or loan, or (ii) in respect of any claim, suit, issue, or matter, by or in the right

of this Club, as to which a person who is, or was, serving in a Covered Position, and such person shall have been adjudicated to be liable for negligence or misconduct in the performance of his duty to the Club unless, and only to the extent that the Court of Common Pleas, or the court in which such action or suit was brought, shall determine, upon application by the Club, and despite the proof and in view of all the circumstances of the case, that such person is fair and reasonably entitled to indemnity for such expenses as the Court of Common Pleas or such other court shall deem proper.

(e) Any indemnification provided for under this Section 2, unless ordered by a court as provided in paragraph (d) above, shall be made by this Club only after a determination that such indemnification of a person who is, or was, serving in a Covered Position is proper because he has met the standards of conduct stated in paragraph (b) above as follows:

(i) By a majority vote of a quorum consisting of Trustees of this Club who were not and are not parties to or threatened with any such action, suit or proceeding; or

(ii) If such a quorum of Trustees is not obtainable or if a majority vote of a quorum of disinterested Trustees so directs, then in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for this Club, or who has been indemnified by the Club within the past five years; or

(iii) By the Court of Common Pleas or the court in which such action, suit or proceeding was brought.

(f) Any determination made according to methods (i) and (ii) of paragraph (e) above shall be promptly communicated to any person who threatened or brought an action or suit by or in the right of this Club.

(g) Expenses, including attorneys' fees, incurred with respect to any claim, action, suit, proceeding, or investigation (or any issue or matter therein) of the character described in this Section 2 may be advanced by this Club prior to the final disposition thereof as authorized by the Trustees in a specific case upon receipt of an undertaking by or on behalf of a person serving in a Covered Position, (i) to repay such amount if it is proved by clear and convincing evidence in a court of competent jurisdiction that his action or failure to act involved an act or omission undertaken with deliberate intent to cause injury to the Club or undertaken with reckless disregard for the best interests of the Club, (ii) to cooperate with the Club concerning the action, suit or proceeding, and (iii) where indemnification is granted, to repay any amount to the extent the expenses so advanced exceed the indemnification to which he is entitled.

(h) Such indemnification as provided by this Article shall not be deemed exclusive of any other rights to which a person who is, or was, serving in a Covered Position may be entitled under this Club's Articles of Incorporation, Code of Regulations,

or any agreement, vote of disinterested Trustees, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased serving in a Covered Position and shall inure to the benefit of the heirs, legal representatives, executors, and administrators of such person.

Section 3. Insurance. This Club may purchase and maintain insurance on behalf of any person who is, or was, serving in a Covered Position against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of his status as such, whether or not this Club would have the power to indemnify him or her against such liability under Section 1 above or the Ohio Nonprofit Corporation Law.

Section 4. No Mandatory Indemnification of Volunteers. Section 1702.12(E)(5) of the Ohio Nonprofit Corporation Law shall not apply to the Club to the extent that it requires the indemnification of volunteers (as that term is defined in Section 1702.01(N) of the Ohio Nonprofit Corporation Law) other than Members, Trustees, or officers of the Club or members, trustees, Trustees, or officers of another domestic or foreign nonprofit corporation or corporation for profit, or partnership, joint venture, employee benefit plan, trust, or other enterprise serving at the request of the Club.

ARTICLE IX

CONTRACTS AND BANKING

Section 1. Contracts. The Board of Trustees may authorize any officer, employee, or agent to enter into any contract or execute or deliver any instrument in the name of or on behalf of the Club, and such authority may be general or confined to special instances.

Section 2. Deposits. All funds of the Club not otherwise employed shall be deposited from time to time to the credit of the Club in such banks, trust companies, or other depositories as the Board of Trustees may select.

Section 3. Checks. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Club shall be signed by such officers, employees, or agents of the Club and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

Section 4. Loans. No loan shall be made to this Club and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Trustees.

ARTICLE X

ACCOUNTING YEAR AND AUDIT

Section 1. Accounting Year. The fiscal year of the Club shall begin on the first day of January and end on the last day of December of each year.

Section 2. Audit. At the end of the accounting year, the books of the Club shall be closed and a financial statement prepared for such year. If directed by the Board of Trustees, such financial statement shall be reviewed or certified by an independent firm, the partners of which are certified public accountants. Whether or not the financial statement is reviewed or certified by an independent firm, the statement shall be promptly mailed to each Trustee and shall be submitted to the Board of Trustees and Members at the Annual Meeting of the Board of Trustees and Members.

ARTICLE XI

MISCELLANEOUS

Section 1. Books and Records. The Club shall keep correct and complete books and records and minutes of the proceedings of the Members and Board of Trustees, and any committees which have had activities in connection with the Club's business.

Section 2. Rules. The Board of Trustees may adopt, amend, or repeal Rules (not inconsistent with this Code of Regulations) for the management of the internal affairs of the Club and the governance of its officers, agents, committees, and employees.

ARTICLE XII

AMENDMENTS

The Code of Regulations of the Club may be altered, amended, or repealed at any time and a new Code of Regulations adopted at a meeting held for that purpose by the affirmative vote of the Members at which a quorum is present.