

CITIZENS AGAINST RICHWOOD SOLAR, INC.

ORGANIZATIONAL BYLAWS

Article I - Name and Purpose

Section 1: The name of the organization is Citizens Against Richwood Solar, Inc (“CARS”).

Section 2: This corporation is organized exclusively for charitable purposes that qualify under section 501(c)(3) of the Internal Revenue Code, or any corresponding section of any future federal tax code; primarily to further the public interest by educating, encouraging, and equipping members of the local Union County, Ohio, community to steward the resources of that community for generations to come. Our vision: CARS is a grassroots movement of concerned citizens of northern Union County, Ohio, who are concerned about the multifaceted negative impact of transforming thousands of acres of fertile farmland into industrial scale solar farms. CARS will provide education around current issues relating to solar farms and research its members have found, and will hold public meetings to keep its members informed and up to date on the current progress of this proposed project.

Section 3: As CARS was formed for charitable purposes and aims to comply with all Internal Revenue conditions, should the organization be dissolved, any and all assets lawfully available upon dissolution will be distributed to qualifying 501c(3) charity or charities as deemed appropriate by the Board Chair and which, at least generally, includes a purpose similar to that of CARS. In the absence of a qualifying charity with a substantially similar purpose to that of CARS, the Board Chair shall select a local organization that otherwise qualifies and serves the public interest.

Article II - Directorship

Directors shall consist of the members of the Board.

Article III - Board of Directors

Section 1: The Board of Directors (“Board”) is responsible for setting policy and governing the organization and holds the power to conduct the business of CARS and to delegate that power as needed to an agent of the Board.

Section 2: Board members are expected to always act in the best interest of the organization. This obligation requires that any officer or member, in the performance of organizational duties, seek only to further the mission of the organization. Board members are prohibited at all times from using their job title or the organization's name or property for private profit or benefit. Likewise, a conflict of interest occurs when a person’s personal interests could conflict with their responsibility to the charity, therefore a Conflict of Interest policy will be employed by the Board and staff, including volunteers. The Board of Directors will comprise a minimum of three (3) directors and a maximum of nine (9).

Section 3: The initial Directors of the organization shall be those persons designated in the organization’s federal tax-exempt filing. Each director shall hold office until the next annual meeting of the Board and until such director’s successor has been elected and qualified, or until his or her death, resignation or removal.

Section 4: At least 50 percent of the directors must be present to constitute a quorum; directors participating through live audio media (e.g., Zoom) will be counted as present.

Section 5: A meeting of the Board shall be held annually at such place, on such date and at such time as may be fixed by the Board Chair, for the purpose of electing Directors, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting.

Regular meetings of the Board may be held at such times as the Board may from time to time determine, at least once every other month. Special meetings of the Board may also be called at any time by the Chair or by a majority of the Directors then in office.

Section 6: Board members who choose to resign are requested to give at least 30 days' notice. Those unable to maintain regular attendance of meetings and execution of duties may be asked to resign. If a director is thought to be detrimental to the organization said member can be dismissed with consensus of at least two-thirds of the remaining board members.

Members who have submitted a letter of resignation will remain full members with voting rights until the date indicated in their resignation letter or until a replacement has assumed the role. Directors who have been dismissed will immediately be ineligible to continue in their role. If necessary, in the case of a resignation, or as required in the case of a dismissal, responsibilities should be redistributed temporarily.

Section 7: Voting method will be left to the discretion of the Board Chair.

Meeting procedures will be governed by the latest edition of Robert's Rules of Order.

Section 8: Directors shall not be compensated for their service except for reimbursement of reasonable expenses.

Article IV - Officers

Section 1: Chair, Vice Chair, Secretary, and Treasurer shall initially be the undersigned persons designated as the Founding Committee in these Bylaws. Henceforth, the Officers shall be elected by the Board at the annual meeting of the Board and each Officer shall hold office unless or until such Officer's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed as provided in this Article.

Section 2: Duties of the Chair are to steer the organization towards its mission and vision as well as preside at all meetings of the board, appoint committees, and ensure that proper records are maintained and filed as necessary.

Section 3: Duties of the Vice Chair include acting as the chief Board Officer in the Chair's absence. Additionally, the Vice Chair is to assist in carrying out the Chair's duties and the Board's intentions.

Section 4: Duties of the Treasurer are to assist the Chair in the oversight of the financial matters of the organization. Whenever so directed by the Board, the Treasurer shall render a statement of the cash and other accounts of the organization, and the Treasurer shall cause to be entered regularly in the books and records of the organization to be kept for such purpose full and accurate accounts of the organization's receipts and disbursements. The Treasurer shall have such other powers and shall perform such other duties as may from time to time be assigned to the Treasurer by the Board Chair.

Section 5: Duties of the Secretary include recording and maintaining minutes of Board meetings and assisting the Board Chair in ensuring that necessary reports and filings to state and federal authorities are made in a timely matter. The Secretary is the custodian of the organization's official records,

including attendance, contact information and term dates. Additionally, the Secretary shall be responsible for coordinating any necessary correspondence, including maintaining postage and stationery if required.

Article V - Membership

Section 1: In addition to the Board of Directors, CARS shall be a membership organization. Membership will consist of persons who meet the eligibility requirements.

Section 2: Membership Eligibility Requirements: To become members of CARS, persons must meet the following criteria:

- A. For a person to be eligible to become a member, he or she must reside in one of the following counties in Ohio: Champaign, Delaware, Franklin, Hardin, Logan, Madison, Marion, or Union;
- B. Complete and submit a membership application form;
- C. Sign a statement agreeing to uphold the values of the organization and refraining from taking any action that would jeopardize the integrity of the organization, e.g., committing vandalism or harassment, or posting on social media in a way that portrays the organization in a negative light.
- D. Pay the one-time membership dues.

Section 3: Membership Benefits: Membership entitles Members to periodic updates of the organization's activities and attendance at any public meetings or other events held or sponsored by the organization. All notices and updates to Members shall be made via email unless otherwise noted.

Section 4: Termination of Membership: A Member may terminate membership if the Member sends written notice to the Board of Directors or the Board Chair. Membership will be automatically terminated if a Member fails to or no longer meet the Membership Eligibility Requirements.

Article VI – Bank Accounts, Checks, Contracts and Investments

Section 1: The Board Chair is authorized to select the banks or depositories it deems proper for the funds of the organization. The Board Chair shall be authorized from time to time on the organization's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness.

Section 2: The Board Chair is authorized, and may authorize, any Officer or Officers, agent or agents, in addition to those specified in these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the organization, up to an amount of \$2,000 for any particular transaction. Such authority may be general or confined to specific instances. For amounts above or beyond \$2,000, The Board Chair is required to obtain approval by a majority of the Board through a vote held either at a regular meeting or at a special meeting held specifically for purposes of the vote. Unless so authorized by the Board, no other Officer, agent or employee shall have any power or authority to bind the organization by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Section 3: The funds of the organization may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable.

Article VII - Indemnification

Section 1: The organization shall indemnify and advance the expenses of each person to the full extent permitted by law.

Section 1: Additional Indemnification:

(a) The organization hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the organization to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the organization, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of the organization, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the organization (i) if a judgment or other final adjudication adverse to the Indemnitee establishes

that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

(b) The obligation of the organization to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of the organization and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Director or Officer of the organization or served at the request of the organization in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the organization under this Section, notify the organization of the commencement thereof; but the omission so to notify the organization will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section. With respect to any such action, suit or proceeding as to which the Indemnitee notifies the organization of the commencement thereof:

- (i) The organization will be entitled to participate therein at its own expense; and,
- (ii) Except as otherwise provided in the last sentence of this subpart, to the extent that it may wish, the organization jointly with any other indemnifying party similarly

notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the organization to the Indemnitee of its election so to assume the defense thereof, the organization will not be liable to the Indemnitee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the organization of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by the organization in connection with the defense of such action, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the organization and the Indemnitee in the conduct of the defense of such action, or (C) the organization shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be borne by the organization (it being understood, however, that the organization shall not be liable for the expenses of more than one counsel for the Indemnitee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The organization shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the organization or as to which the Indemnitee shall have made the conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii) Anything in this Section to the contrary notwithstanding, the organization shall not be liable to indemnify the Indemnitee under this Section for any amounts paid in

settlement of any action or claim effected without its written consent. The organization shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the organization nor any such person will unreasonably withhold their consent to any proposed settlement.

(d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the organization to the Indemnitee pursuant to this Section, the organization shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnitee in defending such action, suit or proceeding, other than those expenses for which the Indemnitee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The organization shall make such payments upon receipt of (i) a written request made by the Indemnitee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the organization hereunder, and (iii) evidence satisfactory to the organization as to the amount of such expenses. The Indemnitee's written certification together with a copy of the statement paid or to be paid by the Indemnitee shall constitute satisfactory evidence as to the amount of such expenses.

(e) The rights to indemnification and advancement of expenses granted to the Indemnitee under this Section shall not be deemed exclusive, or in limitation of any other rights to which the Indemnitee may now or hereafter be entitled under the organization's Certificate of Incorporation or otherwise under the organization's Bylaws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

Section 3: No amendment, modification or rescission of this Article shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

Article VIII - Dissolution

Section 1: The organization may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Certificate of Incorporation and with State law.

Article IX - Amendments to the Bylaws

Section 1: These bylaws may be amended subject to approval of a vote of three-fourths of the sitting directors. A revised copy of the bylaws should be prepared, signed and dated by the Board Chair and Secretary; then distributed to all Board members.

Officers of the Board:

Keith Engel, Chairman

Shelley Beeney, Vice-Chairwoman

Bobbi Wright, Secretary

Teresa Millington, Treasurer