AMENDED BYLAWS ("BYLAWS")
OF
WIRELESS INTERNET SERVICE PROVIDERS ASSOCIATION

Commented [DZ1]: Does not require Member vote (Board may make this change). By defining "Bylaws" to mean Amended Bylaws, all other references to "Bylaws" are simplified.

Article 1. Name, Form of Organization, and Purpose

1.1. **Name.** The name of this corporation is the Wireless Internet Service Providers Association ("WISPA").

1.2. **WISP Definition.** A "WISP" is an Internet service provider that utilizes wireless, fiber optics, or other technologies to distribute broadband or related Internet Protocol-derived services.

1.3. **Nonprofit and Tax-Exempt Status.** WISPA is organized as a nonprofit corporation under the Illinois Nonprofit Corporation Act and as a tax-exempt "business league" under Section 501(c)(6) of the Internal Revenue Code, as amended.

1.4. **Purpose and Dissolution.** WISPA is organized to promote the development, advancement, and unification of the WISP industry. All of WISPA's acts are to be within the definition of a "business league" under Section 501(c)(6) of the Internal Revenue Code or corresponding section of any future federal tax code. If WISPA is dissolved, WISPA's Board of Directors ("Board") will seek to distribute its assets, if any, in accord with applicable law in a manner that maximizes the value of the assets and minimizes the liabilities associated with the distribution of the assets.

1.5. **Membership.** A WISPA member ("Member") is an individual or entity that has been accepted into one of the membership classes, is current in all dues, fees, and assessments, and complies with these Bylaws and any rules adopted by the Board.

Commented [DZ2]: May not require Member vote, but Member support is preferrable. "Member" was originally defined in 4.6., but less clearly.

Article 2. WISPA's Offices

2.1. **Principal Office.** WISPA's principal office will be at the address set forth in the most recent WISPA annual report filed with the Illinois Secretary of State. WISPA will maintain its corporate records in a digital format accessible to all current Directors. To the extent physical records are required, such records will be held at its principal office, the office of its Registered Agent or any other location approved by the Board.

2.2. **Registered Office and Agent.** WISPA will maintain a registered agent and registered office in Illinois as and to the extent required by Illinois law. The Registered Agent's office and WISPA's principal office may be the same. The Board may change WISPA's registered office or Registered Agent from time to time in the manner provided by law.

2.3. **Other Offices.** The Board may authorize WISPA to maintain additional offices within or outside of Illinois.

Article 3. Board

3.1. **General Powers and Authority of the Board.** The Board is responsible for exercising WISPA's corporate powers and managing WISPA's affairs.

3.2. **Number and Term.** WISPA will have at least seven (7) and no more than ~~fifteen (15~~twelve (12) Directors ("Director(s)"). Subject to Article 4., below, each non-appointed Director will serve for a term of three (3) years. ~~At any one-time,~~ Principal ~~Member Directors~~Members must constitute more than ~~fifty (~~50~~)~~ ~~percent%~~ of the total ~~Vendor and Associate Member Directors on the~~ Board.

Article 4. Qualifications, Election and Removal of Directors

4.1. **Qualifications.** Nominees to the Board must be representatives of a WISPA Principal Member, MSP Member, Vendor Member, or Associate Member in good standing for at least two (2) months prior to the deadline for nominations. Employees and former employees of WISPA and any of its controlled affiliates are ineligible to serve as Directors until five (5) years following termination of employment.

4.2. **Representatives of Members.** Each Director must be an officer, director, or employee of a Member. No more than one (1) Director may be an officer, director, or employee of the same Member. For purposes of the preceding sentence, a Member, its parent and subsidiary entities, and any entity under common ownership or control with the Member, its parent or subsidiary entities are deemed to be the same Member. The phrase "common ownership or control" as used in this paragraph means ownership of more than twenty percent (20%) of the equity of an entity. ~~Notwithstanding any other provision of these Amended Bylaws, at all times, the majority of Directors will be comprised of representatives of Principal Members.~~

4.3. **Election Based on Majority Vote.** Subject to other provisions of these Bylaws governing the election of Directors, the nominees for Director that receive the most votes properly cast in accord with these Bylaws will be elected as Directors. Exceptional circumstances will be dealt with as follows:

Commented [DZ3]: Requires Member vote, but is mandatory to comply with IL law.

Commented [DZ4]: Does not require Member vote (Board may make this change). No change in effect; replaced with clearer language. Redundancy eliminated in 4.2.

Commented [DZ5]: The addition of "MSP Member" here, and elsewhere in the document, presumes the addition of the MSP Member class in Article 8, which requires Member vote.

Commented [DZ6]: Does not require Member vote (Board may make this change). Provision already covered/clarified in 3.2. Redundancy removed.

Exceptional Circumstance	Outcome
Same number of nominees as open Board seats	No election held, each nominee is seated.
Number of ~~Vendors~~MSP, Vendor and Associate ~~members~~Members elected exceeds the Bylaws permissibility	MSP, Vendor and Associate Members are seated in order of highest votes until not permissible, then Non-Vendor members with the next highest votes are seated. In the event there are no more Non-Vendor Members participating, the Board may appoint the remaining positions to serve until the next election.
Fewer nominees than open Board seats	All nominees seated, and Board may appoint remainder. Board-Appointed Directors serve until next election. At next election, remaining terms are filled by candidates receiving the next highest vote totals. Should there be a continued lack of candidates, the Board may appoint a Director to fill the vacancy pursuant to the Bylaws.

4.4. **Elections.** Only Director positions with expiring terms will be up for election, and all Directors will be elected for three-year (3-year) terms. If the number of Directors is not divisible by thirds, the Board will comply with this Section 4.4 as nearly as practicable.

4.5. **Term.** Subject to Sections 4.2 and 4.4, each Director will serve until his or her successor is elected and assumes the position of Director, or until the Director dies, becomes incapacitated, resigns, or is removed.

4.6. **Election by Members.** Except as provided in Sections 4.3 and 4.11, ~~,~~relating to vacancies, ~~WISPA's~~ Members ~~("Members")~~ will elect Directors electronically, or in person if available by the Board, prior to WISPA's Annual Meeting, or at a previous or subsequent meeting of Members as set by the Board. Each qualified Member will appoint one (1) representative to cast one (1) vote on the Member's behalf for each Director to be elected. Members with the same ultimate parent company will be entitled to cast one (1) vote in the aggregate on behalf of the parent company and all subsidiaries.

Commented [DZ7]: The addition of "MSP Member" here, and elsewhere in the document, presumes the addition of the MSP Member class in Article 8, which requires Member vote.

Commented [DZ8]: May not require Member vote, but Member support is preferrable. Moved definition of "Member" to 1.5., and deleted here.

4.7. **Nominations.** At least sixty (60) and no more than ninety (90) days prior to each Annual Meeting, the Nominations Committee Chair will request the Members to nominate qualified representatives to the Board, specifying a date between fourteen (14) and twenty-one (21) days thereafter when nominations are due to be submitted to the Board's Nominations Committee.

4.7.1. Within three (3) business days after nominations close, the Nominations Committee Chair will provide each nominee with a uniform application for Directorship in a form approved by the Board. The application will specify a date between fourteen (14) and twenty-one (21) days after sending the applications to the nominees for when the applications are due to be returned to the Board.

4.7.2. The Nominations Committee Chair will make the completed applications available to the Members for their review within seven (7) days after the due date for the applications, except that the Nominations Committee Chair will redact the nominee's home address, personal telephone number, social security number, and similar personal identifying information if provided in the application.

4.8. **Term Limitation.** Commencing with the 2017 election by Members, no natural person may serve as a Director for more than two (2) consecutive terms and more than four (4) total terms. Terms served prior to the 2017 election of Directors do not count toward a Director's term limitation.

4.9. **Candidates' Commitment.** Prior to being elected, each nominee for Director must agree to use his or her best efforts to:

4.9.1. Attend all duly-called Board meetings in-person or remotely by electronic means;

4.9.2. Attend the Annual Meeting of Members and seek to actively contribute to the Members' evaluation of the issues presented at the Annual Meeting;

4.9.3. Seek to actively participate in Board meetings;

4.9.4. Actively contribute to policy-related discussions and decision-making during and outside of Board meetings;

4.9.5. Participate on at least one standing or ad hoc Board committee;

4.9.6. Seek to promote and advance WISPA's mission, vision and goals;

4.9.7. Encourage potential WISPA Members to join WISPA;

4.9.8. Work to develop appropriate working relationships between WISPA and other industry stakeholders; and

4.9.9. Seek to help WISPA anticipate and prepare for future challenges and opportunities.

4.10. **Removal of Directors.** Any Director may be removed prior to the expiration of his or her term by the vote of the Members in accordance with Illinois law. Any Director will be removed for cause if the Director fails to attend two (2) or more duly-called meetings of Directors during any calendar year without permission of the Chairperson.

4.11. **Vacancy on Board.** The Board will immediately notify the Nominations Committee Chair of any vacancy on the Board. The Nominations Committee Chair will notify the Members of the vacancy within seven (7) days from receiving notice. The Board may appoint a Director to fill the vacancy, and the Nominations Committee Chair will notify the Members of the Board's decision.

4.11.1. Any Board-appointed Director will hold office until the next Board of Directors Election.

4.11.2. A Director's service of a partial term pursuant to this Section 4.11 does not count toward the Director's term limits set forth in Section 4.8 of these ~~Amended~~ Bylaws.

4.12. **Change in Number of Directors.** The Members may increase or reduce the number of Directors at the Members' Annual Meeting, but in doing so will not cause any Director to serve less than his or her entire term as a Director.

4.13. **Compensation.** The Members may establish reasonable compensation for Directors in accord with applicable law, including 805 ILCS 105/108.70(b). WISPA will reimburse each Director's approved and reasonable out-of-pocket travel, meals, and lodging provided in connection with WISPA or other WISP industry-related meetings, conferences, and seminars. The Treasurer may establish uniform procedures and criteria for Directors to report and document their travel expenses.

4.14. **Conflicts of Interest.** Notwithstanding any other provision of these ~~Amended~~ Bylaws, a Director or the Member with which the Director is associated may serve as an independent contractor or employee to WISPA and may receive reasonable compensation for services provided to WISPA. All such payments will be pursuant to a written contract between WISPA and the Director or

Member entered into before the Director, or Member provides the services. If any such contract is for a term longer than six (6) months or may reasonably result in total compensation paid by WISPA within any twelve (12) month period of more than twenty-five thousand dollars ($25,000), the contract and all payments under the contract must be approved by the affirmative vote of seventy-five percent (75%) or more of the Board after the Board makes an express finding, with each Director's vote recorded in the minutes, that the contract and payments are appropriate and in WISPA's best interests.

4.15. **Disclosure by Directors.** Each Director will voluntarily disclose to the Board, without further request: all financial interests the Director has in any entity (other than ownership of less than three percent (3%) of a publicly-traded company) with which WISPA transacts business, and all remuneration or other financial benefit Director receives or may receive as a result of the entity's business with WISPA ("Director Financial Interest(s)").

4.15.1. Director Financial Interests include direct and indirect remuneration, including gifts, salary, fees, equity interests, loans, services, and discounts.

4.15.2. Director Financial Interests do not include reimbursement for travel, meals, and lodging provided in connection with WISPA or other WISP industry-related meetings, conferences, and seminars.

4.15.3. The Board will discuss all Director Financial Interests in a duly called meeting and include in the relevant meeting minutes an explanation of whether and on what basis the Director Financial Interest disqualifies or does not disqualify the Director from continuing to serve on the Board.

Article 5. Director Meetings

5.1. **Regular Meetings.** The Board will conduct regular meetings quarterly, unless the Board, in its discretion, determines to conduct regular meetings at different intervals.

5.2. **Annual Meeting.** The Board may, but is not required to, appoint officers and prepare a draft annual budget at the Annual Meeting of Directors. Subject to change by the Board, the Board's Annual Meeting will be on the same date as the Annual Meeting of Members.

5.3. **Special Meetings.** Special meetings of the Board may be called by or at the request of the Chairperson, Vice-Chairperson, President, Secretary, or any two (2) Directors.

5.4. **Notice of Regular Meetings.** The Secretary will give notice to all Directors of each regular meeting of Directors no less than thirty (30) days prior to the meeting.

5.5. **Notice of Special Meetings.** The Secretary will give notice to all Directors of each special meeting by phone or email no less than forty-eight (48) hours prior to the meeting, except the notices of meetings at which the Board is to vote on the removal of a Director will not be valid unless each Director is given notice of the meeting at least seven (7) days prior to the meeting.

5.6. **Content of Notice.** Every notice of a meeting of the Board will include the date, time and location of the meeting, the dial-in and any other applicable remote participation information, and any other information reasonably required for the Director's active participation in the meeting. The Secretary will use each Director's contact information on file with WISPA for all meeting notices.

5.7. **Date of Notice.** Notice will be deemed to be delivered on the date that the Secretary sends the notice to the Director's most recent email address on file with WISPA or the date on which the Director receives actual notice of the meeting, whichever is sooner.

5.8. **Waiver of Notice.** A Director may waive any notice required by law or these ~~Amended~~ Bylaws before or after the notice is given or was to have been given. Except as provided in this Section 5, the waiver must be in writing, signed by the Director entitled to notice or sent from the waiving Director's email account and filed with the minutes of the meeting for which the Director waived notice. A Director's attendance at a meeting of Directors in-person or remotely waives any defect in notice of the meeting, unless the Director, at the start of the meeting or the Director's arrival at the meeting, whichever is latest, objects to the meeting based on inadequate notice, and the Director does not thereafter vote in person or by proxy on matters before the Board at the meeting.

5.9. **Quorum.** A majority of the Directors then in office, including at least fifty percent (50%) of the representatives of Principal Members on the Board, will constitute a quorum for the transaction of business.

5.10. **Manner of Acting.** If a quorum of the Board is present when a vote is taken, the vote of a majority of the Directors present is the act of the Board unless the vote of a greater number of Directors is required by law or these ~~Amended~~ Bylaws. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of any Director, if any action is taken or decision made is approved by at least a majority of the required quorum for that meeting.

5.11. **Voting.** The Board may, in its discretion, require votes of the Board or any committee of the Board to be conducted by secret ballot or may allow votes to be open and viewable by all Directors or others present in-person or participating by electronic means.

5.12. **Adjournment.** A majority of Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

5.13. **Notice of Adjourned Meeting.** Notice of the time and place of holding an adjourned meeting will be provided by email as soon as practicable after the meeting is adjourned.

5.14. **Meeting via Electronic Means.** The Board may permit any or all Directors to participate in any regular or special meeting of the Board remotely by electronic means, including telephone or video conference, so long as all Directors participating in the meeting can simultaneously hear all Directors speaking to the Board. A Director participating in a meeting by electronic means will be deemed to be present at the meeting.

5.15. **Presumption of Assent.** A Director who is present at a meeting of the Board or a committee of the Board when the Board takes any action is deemed to have assented to the action taken unless:

5.15.1. The Director timely objects at the beginning of the meeting (or promptly upon arrival, whichever is later) to holding the meeting or transacting certain business or all business at the meeting; or

5.15.2. The Director's dissent or abstention from the vote on the action is entered in the minutes of the meeting; however, a Director who votes in favor of the action taken has no right to later dissent or abstain from the action.

5.16. **Action Taken Without Meeting.** Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if the Board subsequently unanimously consents to the action in writing. The Board's written consent must describe the action taken, be signed by each such Director, and be included in WISPA's corporate records. Action taken under this Section is effective when the last Director signs the consent unless the consent specifies a later or earlier effective date.

5.17. **Contracts, Loans, Checks, and Deposits.**

5.17.1. **Contracts.** The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in

the name of and on behalf of WISPA, and such authority may be general or confined to specific instances.

5.17.2. **Loans.** No loans will be contracted on behalf of WISPA, and no evidence of indebtedness will be issued in its name unless authorized by the Board.

5.17.3. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness, if issued in the name of WISPA, will be signed by one or more officers or agents of WISPA as authorized by the Board, and in the manner as the Board may determine.

Article 6. Officers

6.1. **Number.** WISPA's officers will include a Chairperson, Vice-Chairperson, President, Secretary, Treasurer, and other officers as the Board may appoint. The same person may hold as many as two (2) offices, but no person may hold more than two (2) offices. A person cannot, however, hold the position of Chairperson and any other office, unless there is a vacancy or notice of vacancy in the President position then the Chairperson may be appointed by the Board to serve the office of President. Employees and former employees of WISPA and any of its controlled affiliates are ineligible to serve as officers until five (5) years following termination of employment.

6.2. **Appointment and Term.** The Board will appoint WISPA's officers at the next meeting of the Board following the annual election of Directors. Each officer will hold office until the officer's death, resignation, or removal, or until the officer's successor is elected. The Board may appoint additional officers and fill vacancies in offices as needed.

6.3. **Resignation.** An officer may resign at any time by delivering notice to the Secretary. The officer's resignation is effective when the notice is received by the Secretary, unless the notice specifies a future effective date. If an officer resigns effective on a future date, the Board may appoint a replacement officer prior to that effective date and may specify that the new officer takes office prior to or on that effective date.

6.4. **Removal of Officers.** The Board may remove any officer from office at any time with or without cause with the affirmative vote of at least seventy-five percent (75%) of the Directors entitled to vote at a duly called Board meeting at which a quorum is present.

6.5. **Chairperson of Board:** The Board will elect a Chairperson of the Board who will preside over meetings of the Board. Only a Principal Member Director is eligible to be the Chairperson. The Chairperson will:

6.5.1. Act as Chairperson at meetings of the Board;

6.5.2. Act as a liaison between the President and the Board;

6.5.3. Provide independent advice and counsel to the President;

6.5.4. Ensure that the Directors are properly informed and that sufficient information is provided to enable the Directors to conduct appropriate oversight of WISPA;

6.5.5. In consultation with the President, develop and set the agendas for meetings.

6.6. **Vice-Chairperson of Board:** The Board will elect a Vice-Chairperson of the Board. Only a Director is eligible to be the Vice-Chairperson. The Vice-Chairperson will:

6.6.1. Assist the Chairperson in performing his/her duties & responsibilities;

6.6.2. Perform the responsibilities of the Chairperson during his/her absence or disability;

6.6.3. Provide advice as required to the President in all matters concerning the interests of the corporation.

6.7. **President.** The President will be the Chief Executive Officer ("CEO") of WISPA. Subject to the provisions of these Bylaws and control of the Board, the President will have general management and control of the business and affairs of WISPA. The President will perform all duties and have all powers incident to the office of CEO, and additional duties as the Board may delegate. The President may execute contracts, deeds, leases, mortgages, bonds, and other instruments on behalf of WISPA, except that the Board must approve in advance all instruments that involve the transfer of or have a value of more than the amount established by the Board's policy.

6.8. **Secretary.** The Secretary will:

6.8.1. Prepare or cause to be prepared accurate minutes of all meetings of the Board and Executive Committee;

6.8.2. Authenticate records when requested by the Board, any officer, or any Member;

6.8.3. Give all notices required by law and by these ~~Amended~~ Bylaws;

6.8.4. Have general charge of all corporate books and records and of the corporate seal, and affix the corporate seal to any lawfully executed instrument requiring it;

6.8.5. Sign WISPA's reports to the Illinois Secretary of State and WISPA's non-tax regulatory filings;

6.8.6. Cause such corporate reports as may be required by state law to be prepared and filed in a timely manner; and

6.8.7. Perform all duties incident to the office of Secretary and such other duties as the President, Chairperson, or Board may assign.

6.9. **Treasurer.** The Treasurer will:

6.9.1. Have custody of all funds and securities belonging to WISPA and receive deposit or disburse the same under the direction of the Board;

6.9.2. Keep full and accurate accounts of the finances of WISPA in books specifically provided for that purpose;

6.9.3. Cause such returns, reports and/or schedules as may be required by the Internal Revenue Service and state taxing authorities to be prepared and filed in a timely manner;

6.9.4. Cause a true balance sheet (statement of the assets, liabilities, and fund balance) of WISPA as of the close of each fiscal year and true statements of activity (support and revenue, expenses and changes in fund balance), functional expenses, and cash flows for such fiscal year, all in reasonable detail, to be prepared and submitted to the Board; and

6.9.5. In general, perform all duties incident to the office of Treasurer and other duties as the President, Chairperson, or Board may assign.

6.9.6. If required by the Board, the Treasurer will give WISPA a bond in the amount and with surety or sureties specified by the Board for the faithful performance of the Treasurer's duties and for restoration to WISPA of its

books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer.

6.10. **Compensation.** The Board may establish reasonable compensation for some or all officers and may authorize the Treasurer to reimburse the officers' expenses incurred in the conduct of WISPA's business.

Article 7. Committees of the Board

7.1. **Appointment by Board.** The Chairperson, or its designee, will appoint all members of Committees of the Board as and when the Chairperson determines. Members of Committees of the Board may, but are not required to be, Directors.

7.2. **Executive Committee.** The Executive Committee of the Board will consist of WISPA's officers and others the Board or its designee may appoint from time-to-time. Subject to the supervision of the Board, the Executive Committee will supervise and implement WISPA's routine activities, including WISPA's contractual relationships with third parties and WISPA's internal control procedures. The Executive Committee will conduct meetings as directed by the Board and will maintain minutes of its meetings.

7.3. **Finance Committee.** The Finance Committee will comprise the Treasurer, and the President, along with other members appointed by the Board. The Committee will be responsible for overseeing the financial health of our organization, including budgeting, financial planning, and reporting. Additional activities may include audits, investment opportunities, and other activities as the Board directs.

7.4. **Nominations Committee.** The Board or its designee may appoint a Nominations Committee responsible for establishing procedures for the nomination of Directors and officers consistent with these ~~Amended~~ Bylaws.

7.5. **Bylaws Committee.** The Board or its designee may appoint a Bylaws Committee responsible for establishing procedures consistent with these ~~Amended~~ Bylaws for Members to amend or repeal any provision of these ~~Amended~~ Bylaws or to adopt new Bylaws subject to the limitations set forth in these ~~Amended~~ Bylaws, including Section 7.10. However, all procedures established by the Bylaws Committee must be approved by the Board to be effective.

7.6. **Additional Committees.** The Board or its designee may create one (1) or more additional committees with responsibilities determined by the Board.

7.7. **Quorum.** Members of a committee established by the Board that are present at a duly-called committee meeting will constitute a quorum, provided that the quorum will be not less than two (2) Members of the committee.

7.8. **Voting.** All decisions by any committee of the Board will be by a majority of those present and voting. Each committee Member will have one (1) vote.

7.9. **Committee Chairs.** The chair of the Board or his or her designee will appoint each committee chair with the consent of the Board.

7.10. **Authority of Committees.** Board committees will have the authority specified by these ~~Amended~~ Bylaws and the Board, except that no committee of the Board may:

7.10.1. Take any action reserved by these ~~Amended~~ Bylaws to the Members or the Board;

7.10.2. Amend or repeal actions of the Board or the Members, except as expressly authorized in these ~~Amended~~ Bylaws;

7.10.3. Create a committee of the Board or appoint the Members of committees of the Board; or

7.10.4. Approve any contract or transaction between WISPA and one (1) or more of its Officers, Directors, or Members.

7.11. **Meeting of Committees.** Meetings of all committees will be governed by, held and taken in accordance with the provisions of these ~~Amended~~ Bylaws concerning meetings and other Board actions, except that the time for regular and special meetings of such committees may be determined either by the Board or, if the Board does not set regular meetings of a committee, by the committee. Each committee will keep the minutes of each of its meetings. Each committee chair will transmit minutes of each committee meeting to the Secretary for filing with the corporate records. The Board may adopt rules for the governance of any committee that are consistent with these ~~Amended~~ Bylaws or, in the absence of rules adopted by the Board, the committee may adopt such rules.

7.12. **Advisory Committees.** The Board or its designee may create one or more advisory committees to serve at the discretion of the Board. Advisory committees will not exercise any powers of the Board. The authority of advisory committees will be limited to providing advice and recommendations to the Board. Advisory committees will operate according to rules the Board establishes from time to time.

Article 8. Members

8.1. **Classes and Qualifications of Members.** ~~Subject to modification by the Board, there are four (4) classes of Members which will~~The Board, or its designee, will have sole discretion to determine the class of Membership in which each applicant for Membership is assigned~~, and may reassign a Member to a different class of Membership if Membership classifications or the nature of the Member's business change~~. Subject to modification by the Board, Memberships are divided into Governing (voting) and Observing (nonvoting) classes which consist of the following:

Governing Classes:

8.1.1. **Principal Member~~.~~ (Voting).** Each Principal Member must be a WISP, but its business need not be limited to that of a WISP.

8.1.2. **MSP Member (Voting).** Each MSP Member must be a managed services provider that requires internet access from ~~is not~~ a WISP~~(i.e., requires internet access from WISPs)~~, and does not itself operate as a WISP.

8.1.3. **Vendor Member~~.~~ (Voting).** Each Vendor Member must be a distributor, supplier, or manufacturer of goods and services provided to WISPs and MSPs.

8.1.~~3~~4. **Associate Member~~.~~ (Voting).** Each Associate Member must meet the qualifications established or to be established by the Board for Associate Members or be individually admitted as an Associate Member by the Board.

Observing Classes:

8.1.5. ~~8.1.4. **Advisory Member.**~~**Basic Provider Member (Nonvoting).** Each Basic Provider Member must be a WISP or MSP, but its business need not be limited to that of a WISP or MSP.

8.1.6. **Basic Supplier Member (Nonvoting).** Each Basic Supplier Member must be a distributor, supplier, or manufacturer of goods and services provided to WISPs and MSPs.

8.1.7. **Advisory Member (Nonvoting).** The Board may appoint any individual or organization as an Advisory Member. Advisory Membership is the only class of Membership that does not ~~have voting rights and does not~~ require the payment of dues.

~~8.1.5. **Membership Class.** The Board, or its designee, will have sole discretion to determine the class of Membership in which each applicant for Membership is assigned. TheBoard may reassign Members to a different class of Membership if Membership classifications or the nature of the Member's business change.~~

8.2. **Ballot Classifications.** Prior to a vote of the Members, the Board will cause each Member to receive a ballot appropriate to the Member's Membership class or will otherwise allow each Member to cast a ballot appropriate to the Member's Membership classification.

8.2.1. A Principal ballot will entitle only Principal Members to vote. Principal ballots will be limited to matters that primarily relate to WISPA's operations.

~~8.2.2~~8.2.2. An MSP ballot will entitle only MSP Members to vote. MSP ballots will be limited to matters that primarily relate to WISPA's operations.

8.2.3. A Vendor ballot will entitle only Vendor Members to vote. Vendor ballots will be limited to matters that primarily relate to distributors, suppliers, or manufacturers of goods and services provided to WISPs and MSPs.

8.2.~~3~~4. A general ballot will entitle Principal, MSP, Vendor and Associate Members to vote. General ballots will be used for matters that have broad application to the WISP industry for which the Board determines a Principal ballot, MSP ballot or Vendor ballot should not be used.

8.3. **Voting.** Only Members in good standing may vote. Each qualified Member will appoint one representative to cast one (1) vote on the Member's behalf. Members with the same ultimate parent company will be entitled to cast one (1) vote in the aggregate for the parent and all subsidiaries.

8.4. **Dues, Fees, and Assessments.**

8.4.1. Each Member must pay dues, fees, and assessments within the time and on the conditions set by the Board. Unless the Board determines otherwise, all dues, fees, and assessments are non-refundable. In any case, dues, fees, and assessments will not be refunded to a Member that is suspended or terminated.

Commented [DZ9]: These are the most substantive proposed changes. Member vote required, even though NO changes are being proposed to existing Principal, Vendor, Associate, or Advisory membership classes.

- Adds a new voting class for MSP Members (they are presently accommodated as Associate members).
- Adds two new nonvoting classes for Basic Provider and Supplier members.

Commented [DZ10]: The addition of a differentiated "MSP ballot" here presumes the addition of the MSP Member class elsewhere in Article 8, which requires Member vote.

8.4.2. All Board Members that have not been removed for conditions within Section 6.4 or 8.7 shall receive a lifetime Associate Membership at no cost for themselves individually upon request.

8.5. **Good Standing.** Those Members who have paid the required dues, fees, and assessments in accordance with these ~~Amended~~ Bylaws and whose membership is not suspended or terminated are Members in good standing.

8.6. **Membership Reassignment.** The Board may reassign a Member to a different class of Membership at the Member's request, or if a change in the nature of the Member's business causes the Member to no longer meet the qualifications of its current class. Any reassignment not requested by the Member that would change the Member's voting rights will be subject to the following procedures:

8.6.1. The Secretary will give the Member written notice fifteen (15) days prior to the proposed date of reassignment. The notice will identify the proposed class and the change in the nature of the Member's business on which the reassignment is based.

8.6.2. The Member may respond to the notice within ten (10) days after the notice is sent. The Member's response will be in writing or at a meeting of the Board, as the Board may determine.

8.6.3. No less than fifteen (15) days after the Secretary sends the notice, the Board, or a committee of the Board, will decide whether to reassign the Member. The Member will remain in its current class of Membership until the decision is made.

Commented [DZ11]: With the proposed introduction of nonvoting Member classes in 8.1 (which requires Member vote), this provision adds due process protections for Member class reassignment by the Board.

8.7. **Termination of Membership.** A Member's Membership will terminate upon the occurrence of any of the following events:

8.67.1. The Member provides written notice to the Board that the Member is resigning from WISPA;

8.67.2. The Member dissolves or ceases to transact the business that qualified the Member for any class of WISPA Membership;

8.67.3. The Member's Membership expires unless the Membership is renewed on terms fixed by the Board;

8.67.4. The Member fails to pay dues, fees, or assessments within thirty (30) days after they become due and payable pursuant to the decision of the Board; or

8.~~6~~7.5. The Board terminates the Member's Membership.

8.~~7~~8. The Board may terminate the Member's Membership if the Board finds that a Member has materially breached these ~~Amended~~ Bylaws or any rule of conduct applicable to WISPA Membership or has otherwise engaged in conduct materially prejudicial to the purposes and interests of WISPA. The Board will abide by the following procedures to terminate a Member:

8.~~7~~8.1. The Secretary will give the Member a notice specifying the Board's intent to terminate the Member's Membership fifteen (15) days prior to the proposed date of termination. The notice will explain the reasons for the proposed termination.

8.~~7~~8.2. The Member may respond to the notice within ten (10) days after the notice is sent. The Member's response will be in writing or at a meeting of the Board, as the Board may determine.

8.~~7~~8.3. No less than fifteen (15) days after the Secretary sends the notice, the Board, or a committee of the Board, will decide whether to terminate the Member's Membership.

8.~~8~~9. **Suspension and Reinstatement.** The Board may suspend a Member for the same reasons for which the Board may terminate a Member's Membership. A Member may be suspended if the control of the Member changes through merger, acquisition, or otherwise.

8.~~8~~9.1. The Board may reinstate suspended Members;

8.~~8~~9.2. Suspended Members will not be deemed Members in good standing and will not be entitled to vote on matters before the Members, but no vote of Members will be voided because of suspended Member votes.

8.~~8~~9.3. To suspend a Member, the Board will use the procedure set forth in these ~~Amended~~ Bylaws for terminating a Member, except that the notice will specify that the Board seeks to suspend, not terminate, the Member.

8.~~9~~10. **Challenge to Termination or Suspension.** Any action challenging a termination or suspension of Membership, including a claim alleging defective notice, must be commenced within one (1) year after the date of the termination or suspension.

8.1~~1~~0. **Transfer of Membership.** Memberships are not transferable, except with the approval of the Board, which will not be unreasonably withheld; however, the Board may impose transfer fees or other conditions on the transfer, provided that

the fees and conditions are the same for similarly situated Members seeking a transfer. The proposed transferee of the Membership will be required to submit a new application for Membership, unless the Board waives this requirement.

Article 9. Meetings of Members

9.1. **Annual Meeting.** The Annual Meeting of the Members for the purpose of electing Directors and transacting such other business as submitted by the Board will be held on a date and at a time and location determined by the Board.

9.2. **Special Meetings.** Special meetings of the Members will be called as the Board may determine.

9.3. **Notice of Annual Meetings.** The Secretary will give notice to all Members of each Annual Meeting of Members no less than thirty (30) days prior to the Meeting.

9.4. **Notice of Special Meetings.** The Secretary will give notice to all Members of each special meeting of Members by phone call or email no less than three (3) business days prior to the meeting.

9.5. **Content of Notice.** Every notice of meeting of Members, including following adjournment of a meeting, will include the date, time, and location of the meeting, dial-in, video conference and electronic voting login information, and any other information reasonably required for the Member's active participation in the meeting. The Secretary will use each Member's most recent contact information on file with WISPA for all meeting notices.

9.6. **Date of Notice.** Notice will be deemed to be delivered on the date that the Secretary sends the notice to the Member's most recent email address on file with WISPA or the date on which the Member receives actual notice of the meeting, whichever is sooner.

9.7. **Waiver of Notice.** A Member may waive any notice required by law or these ~~Amended~~ Bylaws before or after the notice is given or was to have been given. Except as provided in this Section 9.7, the waiver must be in writing, signed by the Member entitled to the notice or sent from the Member's email account, and filed with the minutes of the meeting for which the Member waived notice. A Member's attendance at a meeting of Members, whether in-person or remotely, waives any defect in notice of the meeting, unless the Member objects, at the start of the meeting or upon the Member's arrival at the meeting, whichever is latest, to the meeting proceeding due to lack of adequate notice and the Member does not thereafter vote in person or by proxy on matters before the Members at the meeting.

9.8. **Quorum.** The Members present and entitled to vote on any given ballot will constitute a quorum for the transaction of business, but in no case shall a quorum be less than ten percent (10%) of the members entitled to vote on any given ballot.

9.9. **Manner of Acting.** If a quorum of the Members is present for a given ballot when a vote is taken, the vote of a majority of the Members present is the act of the Members unless the vote of a greater number of Members is required by law or these ~~Amended~~ Bylaws. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of any Member, if any action is taken or decision made is approved by at least a majority of the required quorum for that meeting.

9.10. **Voting.** The Board may, in its discretion, require votes of Members or any class of Members to be conducted by secret ballot or may allow votes to be open and viewable by all Members present in-person or participating by electronic means. On all matters in which a Member is entitled to participate, whether by waiving notice of any meeting, or voting or participating at a meeting, the Member may authorize a then serving Director, to act on the Member's behalf by proxy. Every proxy must be signed by the Member authorizing such proxy or such Member's attorney-in-fact and delivered to the Secretary. No proxy shall be valid after the expiration of eleven (11) months after the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable by the Member executing the same by written notice to the Secretary. A Member's attendance at a meeting, whether in-person or by electronic means, shall automatically revoke any proxy previously granted by that Member for that meeting.

Commented [DZ12]: Does not require Member vote (Board may make this change). This adds a proxy voting provision.

9.11. **Adjournment.** A majority of Members present, whether or not a quorum is present, may adjourn any meeting to another time and place.

9.12. **Notice of Adjourned Meeting.** Notice of the time and place of holding an adjourned meeting will be provided by email to all Members as soon as practicable after the meeting is adjourned.

9.13. **Meeting via Electronic Means.** The Board may permit any or all Members to participate in any regular or special meeting of the Members remotely by electronic means, including telephone or video conference, so long as all Members participating in the meeting can simultaneously hear and/or see any Member speaking or presenting information to the Members. A Member participating in a meeting by electronic means will be deemed to be present at the meeting.

9.13.1. The Board will make available, upon the request of any Member, an audit trail showing the total votes cast for and against each matter presented to the Members for a vote. The audit trail will also show all abstentions.

9.13.2. Electronic voting will remain open for at least forty-eight (48) hours, with the start and end time for voting included in the notice for the meeting.

9.14. **Presumption of Assent.** A Member who is present at a meeting, of the Members or a committee of the Members, at which the Members take any action is deemed to have assented to the action taken unless:

9.14.1. The Member timely objects at the beginning of the meeting (or promptly upon the Member's arrival, whichever is earliest) to holding the meeting or transacting certain business or all business at the meeting; or

9.14.2. The Member's dissent or abstention from the action is entered in the minutes of the meeting; however, a Member who votes in favor of the action taken has no right to later dissent or abstain from the action.

9.15. **Action Taken Without Meeting.** Any action required or permitted to be taken at a meeting of Members may be taken without a meeting~~if a quorum of the Members is present, or if a majority~~ if all of the Members subsequently consent to the action in writing. The Member's written consent must describe the action taken, be signed by each such Member, and be included in WISPA's corporate records. Actions taken under this Section are effective when the last Member signs the consent unless the consent specifies a later effective date.

Commented [DZ13]: Requires Member vote, but is mandatory to comply with IL law.

9.16. **Record Date for Notice.** The Board may fix a membership record date that the Board may use to determine the Members entitled to notice of any meeting of Members and the right to vote on any matter presented to the Members. The record date for membership will be noon local time in Chicago, Illinois, not more than sixty (60) days or less than fourteen (14) days before the meeting or vote. Absent the affirmative action of the Board, the record date for notice and voting will be noon local time in Chicago, Illinois, the day preceding the date that a notice of the meeting is to be sent.

Article 10. Indemnification of Officers, Directors, Employees, and Agents

10.1. WISPA will indemnify 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 the person is or was a Director, Officer, employee or agent of WISPA, or who is or was serving at the request of WISPA as a Director, Officer, employee or agent of another

corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person 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, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order or settlement, conviction or upon a plea of *nolo contendere* or its equivalent, will not, of itself, create a presumption that the person 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, or with respect to any criminal action or proceeding that the person had reasonable cause to believe that his or her conduct was unlawful.

10.2. WISPA will indemnify 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 WISPA to procure a judgment in its favor by reason of the fact that such person is or was a Director, Officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit if the person 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 provided that no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, unless, and only to the extent that the court in which such action or suit was brought will determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court will deem proper.

10.3. To the extent that a present or former Director, Officer, employee or agent of WISPA has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Section 10.1 or 10.2, above, or in defense of any claim, issue or matter therein, such person will be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred by the person in connection therewith, if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of WISPA.

10.4. Any indemnification under Sections 10.1 and 10.2 will be made by WISPA only as authorized in the specific case, upon a determination that indemnification of the present or former Director, Officer, employee, or agent is proper in the

circumstances because he or she has met the applicable standard of conduct set forth in Sections 10.1 or 10.2. This determination will be made with respect to a person who is a Director or officer at the time of the determination:

10.4.1. by a majority vote of the Board who are not parties to the action, suit, or proceeding, even if less than a quorum;

10.4.2. by a committee of the Board designated by a majority vote of the Board, even if less than a quorum, except that no members of the committee may be parties to the action, suit, or proceeding;

10.4.3. if there are no such Directors, or if the Board so direct, by independent legal counsel in a written opinion; or

10.4.4. by the Members entitled to vote, if any.

10.5. **Fees and Expenses.** Expenses (including reasonable attorneys' fees) incurred by an officer or Director in defending a civil, criminal, administrative or investigative action, suit or proceeding within the scope of Sections 10.1 or 10.2, above, may be paid by WISPA in advance of the final disposition of such action, suit or proceeding, as authorized by the Board, in the specific case upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount, unless it will ultimately be determined that he or she is entitled to be indemnified by WISPA as authorized in this Article. Such expenses (including reasonable attorneys' fees) incurred by former Directors, Officers or other employees and agents may be so paid on such terms and conditions, if any, as the Board deems appropriate.

10.6. The indemnification provided by this Article will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and will continue as a person who has ceased to be a Director, Officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such a person.

10.7. WISPA will have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of WISPA, or is or was serving at the request of WISPA as a Director, Officer, employee or agent of another organization, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not WISPA would have the power to indemnify such person against such liability under the provisions of this Article.

10.8. References to "WISPA" will include, in addition to the surviving WISPA, any merging WISPA (including any WISPA having merged with a merging WISPA) absorbed, which, if its separate existence had continued, would have had the power and authority to indemnify its Directors, Officers, employees or agents, so that any person who was a Director, Officer, employee or agent of such merging WISPA, or was serving at the request of such merging WISPA as a Director, Officer, employee or agent of another organization, partnership, joint venture, trust or other enterprise, will stand in the same position under the provisions of this Article with respect to the surviving WISPA, as such person would have with respect to such merging WISPA if its separate existence had continued.

10.9. For the purposes of this Article, references to "other enterprises" will include employee benefit plans; references to "fines" will include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of WISPA" will include any service as a Director, Officer, employee or agent of WISPA which imposes duties on or involves services by such Director, Officer, Employee or agent with respect to an employee benefit plan, its participants or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests 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 WISPA," as referred to in this Article.

10.10. Should the General Assembly of the State of Illinois adopt any amendments to the provisions of 805 ILCS 105/108.75 (or adopt any other provisions of law) that provide additional indemnification or protection to present or former Directors, Officers, employees or agents of WISPA, or to such persons serving at the request of WISPA as a Director, Officer, employee or agent of another organization, partnership, joint venture, trust or other enterprise, then WISPA will have the right and authority to provide such additional protection or indemnification upon such terms and provisions as then provided by Illinois law.

Article 11. Records and Reports

11.1. **Maintenance of Corporate Minutes and Records.** WISPA will keep as permanent records for a period of at least seven (7) years: minutes of all meetings of its Board; a record of all actions taken by the Board without a meeting; and a record of all actions taken by the Executive Committee and any other committees of the Board. WISPA will maintain its records in written form or in another form capable of conversion within a reasonable time into written form. WISPA will maintain its corporate records in a digital format accessible to all current Directors. To the extent physical records are required, such records

will be held at its principal office, the office of its Registered Agent or any other location approved by the Board.

11.1.1. Its articles of incorporation or restated articles of incorporation and all amendments to them currently in effect;

11.1.2. Its Bylaws or restated Bylaws and all amendments to them currently in effect; and

11.1.3. Its most recent annual report delivered to the Secretary of State, as required by the Illinois Nonprofit Corporation Act.

11.2. The minutes and records described above will be made available for inspection by current Directors of WISPA during normal business hours. In addition, to the extent required by applicable law, WISPA will make available for inspection during regular business hours, by any individual, copies of:

11.2.1. Any application filed with and by any letter or other document issued by the Internal Revenue Service with respect to the tax-exempt status of WISPA; and

11.2.2. The annual returns filed with the Internal Revenue Service for the three (3) most recent years (to the extent WISPA is required to file such returns), provided that the names and addresses of contributors to WISPA may be kept confidential.

11.3. **Inspection by Directors.** Every Director will have the right at any reasonable time to inspect WISPA's books, records, and documents of every kind, physical property, and the records of each of its subsidiaries. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

11.4. **Financial Reports.** The books of WISPA will be closed as of the end of each fiscal year, and financial statements will be prepared and submitted to the Board. In the discretion of the Board, WISPA may engage an independent certified public accountant to audit or review the financial statements. Members will be entitled, upon reasonable notice to the Board, to inspect WISPA's two most recent annual financial statements.

Article 12. Amendments

12.1. **Amendments by the Board.** Subject to the rights of Members ~~under Sections 10.1 and 10.2 of~~ as outlined in these ~~Amended~~ Bylaws, the Board may by

Commented [DZ14]: Does not require Member vote (Board may make this change). This change removes cross reference errors.

seventy-five percent (75%) vote adopt, amend or repeal WISPA's Bylaws unless the action would:

12.1.1. Materially and adversely affect Members' rights to vote on issues to be presented to the Members or any class of Members under these ~~Amended~~ Bylaws;

12.1.2. Increase or decrease the number of Members authorized within any Membership class;

12.1.3. Cause a cancellation of all or part of any Membership; or

12.1.4. Authorize a new class of Membership.

12.2. Any proposal by a Director for the Board to amend or repeal these ~~Amended~~ Bylaws or adopt new Bylaws will first be submitted by the proponent thereof in writing to every Director specifying the action proposed to be taken and must be received by each Director at least thirty (30) days prior to a Board meeting at which such proposal is to be presented.

12.3. **Changes to the Number of Directors.** Once Members have been admitted to WISPA, the Board may not, without the approval of at least seventy-five percent (75%) of the Members authorized to vote, specify or change any bylaw provision that would:

12.3.1. Fix or change the authorized number of Directors; or

12.3.2. Fix or change the minimum or maximum number of Directors.

12.4. **Vote requirement.** If any provision of these ~~Amended~~ Bylaws requires the vote of a larger proportion of the Board than otherwise required by law, such provision may not be altered, amended, or repealed except by that greater vote.

12.5. **Principal Member Approval Requirement.** Without the approval of the Principal Members, the Board may not adopt, amend, or repeal any bylaw that would:

12.5.1. Increase or extend the terms of Directors;

12.5.2. Increase the quorum for Members' meetings;

12.5.3. Authorize cumulative voting; or

12.5.4. Amend the purpose statement of WISPA set forth in Article 1, above, or the requirements for Membership, except as set forth in Article 8, above.

12.6. Except as expressly provided herein, these ~~Amended~~ Bylaws may be amended or repealed by the Members through amendments submitted to the Members by the Bylaws Committee of the Board. Any such adoption, amendment or repeal also requires the majority approval of the affected class of Members if the action would:

12.6.1. Materially and adversely affect the voting rights of one class of Members relative to the voting rights of one or more other classes of Members;

12.6.2. Increase or decrease the number of Memberships authorized for any class of Members;

12.6.3. Affect an exchange, reclassification, or cancellation of all or part of a class of Members; or

12.6.4. Impose a special assessment or fee on the class, other than regular dues.

12.7. No amendment may extend a Director's term beyond that for which the Director was elected.

12.8. Any proposal for the Members to amend or repeal any provision of these ~~Amended~~ Bylaws or to adopt new Bylaws will first be submitted in writing by the proponent thereof to the Bylaws Committee at least ninety (90) days prior to the Annual Meeting of the Members specifying the action proposed to be taken. At least sixty (60) days prior to the Annual Meeting of the Members, the Bylaws Committee will post on WISPA's website for comment by the Members all such proposals which the Committee has authorized be submitted for consideration at the Annual Meeting. The Bylaws Committee will review comments of the Members made in writing in relation to such proposal(s) and post the final versions of such proposal(s) on WISPA's website at least thirty (30) days before the Annual Meeting of the Members.

12.9. Notwithstanding any other provision of these ~~Amended~~ Bylaws to the contrary, no action to amend or repeal any provision of these ~~Amended~~ Bylaws or to adopt new Bylaws will be effective, the result of which would be to disqualify WISPA from recognition as a nonprofit organization under applicable state law or as an entity recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(6) of the Internal Revenue Code, or corresponding section of any future federal tax code, unless such action is approved by all Members present at an Annual Meeting of the Members at which a quorum is present.

AMENDED BYLAWS ("BYLAWS")
OF
WIRELESS INTERNET SERVICE PROVIDERS ASSOCIATION

Article 1. Name, Form of Organization, and Purpose

1.1. **Name.** The name of this corporation is the Wireless Internet Service Providers Association ("WISPA").

1.2. **WISP Definition.** A "WISP" is an Internet service provider that utilizes wireless, fiber optics, or other technologies to distribute broadband or related Internet Protocol-derived services.

1.3. **Nonprofit and Tax-Exempt Status.** WISPA is organized as a nonprofit corporation under the Illinois Nonprofit Corporation Act and as a tax-exempt "business league" under Section 501(c)(6) of the Internal Revenue Code, as amended.

1.4. **Purpose and Dissolution.** WISPA is organized to promote the development, advancement, and unification of the WISP industry. All of WISPA's acts are to be within the definition of a "business league" under Section 501(c)(6) of the Internal Revenue Code or corresponding section of any future federal tax code. If WISPA is dissolved, WISPA's Board of Directors ("Board") will seek to distribute its assets, if any, in accord with applicable law in a manner that maximizes the value of the assets and minimizes the liabilities associated with the distribution of the assets.

1.5. **Membership.** A WISPA member ("Member") is an individual or entity that has been accepted into one of the membership classes, is current in all dues, fees, and assessments, and complies with these Bylaws and any rules adopted by the Board.

Article 2. WISPA's Offices

2.1. **Principal Office.** WISPA's principal office will be at the address set forth in the most recent WISPA annual report filed with the Illinois Secretary of State. WISPA will maintain its corporate records in a digital format accessible to all current Directors. To the extent physical records are required, such records will be held at its principal office, the office of its Registered Agent or any other location approved by the Board.

2.2. **Registered Office and Agent.** WISPA will maintain a registered agent and registered office in Illinois as and to the extent required by Illinois law. The Registered Agent's office and WISPA's principal office may be the same. The Board may change WISPA's registered office or Registered Agent from time to time in the manner provided by law.

2.3. **Other Offices.** The Board may authorize WISPA to maintain additional offices within or outside of Illinois.

Article 3. Board

3.1. **General Powers and Authority of the Board.** The Board is responsible for exercising WISPA's corporate powers and managing WISPA's affairs.

3.2. **Number and Term.** WISPA will have at least seven (7) and no more than twelve (12) Directors ("Director(s)"). Subject to Article 4., below, each non-appointed Director will serve for a term of three (3) years. Principal Members must constitute more than 50% of the total Board.

Article 4. Qualifications, Election and Removal of Directors

4.1. **Qualifications.** Nominees to the Board must be representatives of a WISPA Principal Member, MSP Member, Vendor Member, or Associate Member in good standing for at least two (2) months prior to the deadline for nominations. Employees and former employees of WISPA and any of its controlled affiliates are ineligible to serve as Directors until five (5) years following termination of employment.

4.2. **Representatives of Members.** Each Director must be an officer, director, or employee of a Member. No more than one (1) Director may be an officer, director, or employee of the same Member. For purposes of the preceding sentence, a Member, its parent and subsidiary entities, and any entity under common ownership or control with the Member, its parent or subsidiary entities are deemed to be the same Member. The phrase "common ownership or control" as used in this paragraph means ownership of more than twenty percent (20%) of the equity of an entity.

4.3. **Election Based on Majority Vote.** Subject to other provisions of these Bylaws governing the election of Directors, the nominees for Director that receive the most votes properly cast in accord with these Bylaws will be elected as Directors. Exceptional circumstances will be dealt with as follows:

Exceptional Circumstance	Outcome

Same number of nominees as open Board seats	No election held, each nominee is seated.
Number of MSP, Vendor and Associate Members elected exceeds the Bylaws permissibility	MSP, Vendor and Associate Members are seated in order of highest votes until not permissible, then Non-Vendor members with the next highest votes are seated. In the event there are no more Non-Vendor Members participating, the Board may appoint the remaining positions to serve until the next election.
Fewer nominees than open Board seats	All nominees seated, and Board may appoint remainder. Board-Appointed Directors serve until next election. At next election, remaining terms are filled by candidates receiving the next highest vote totals. Should there be a continued lack of candidates, the Board may appoint a Director to fill the vacancy pursuant to the Bylaws.

4.4. **Elections.** Only Director positions with expiring terms will be up for election, and all Directors will be elected for three-year (3-year) terms. If the number of Directors is not divisible by thirds, the Board will comply with this Section 4.4 as nearly as practicable.

4.5. **Term.** Subject to Sections 4.2 and 4.4, each Director will serve until his or her successor is elected and assumes the position of Director, or until the Director dies, becomes incapacitated, resigns, or is removed.

4.6. **Election by Members.** Except as provided in Sections 4.3 and 4.11, relating to vacancies, Members will elect Directors electronically, or in person if available by the Board, prior to WISPA's Annual Meeting, or at a previous or subsequent meeting of Members as set by the Board. Each qualified Member will appoint one (1) representative to cast one (1) vote on the Member's behalf for each Director to be elected. Members with the same ultimate parent company will be entitled to cast one (1) vote in the aggregate on behalf of the parent company and all subsidiaries.

4.7. **Nominations.** At least sixty (60) and no more than ninety (90) days prior to each Annual Meeting, the Nominations Committee Chair will request the Members to nominate qualified representatives to the Board, specifying a date between fourteen (14) and twenty-one (21) days thereafter when nominations are due to be submitted to the Board's Nominations Committee.

4.7.1. Within three (3) business days after nominations close, the Nominations Committee Chair will provide each nominee with a uniform application for Directorship in a form approved by the Board. The application will specify a date between fourteen (14) and twenty-one (21) days after sending the applications to the nominees for when the applications are due to be returned to the Board.

4.7.2. The Nominations Committee Chair will make the completed applications available to the Members for their review within seven (7) days after the due date for the applications, except that the Nominations Committee Chair will redact the nominee's home address, personal telephone number, social security number, and similar personal identifying information if provided in the application.

4.8. **Term Limitation.** Commencing with the 2017 election by Members, no natural person may serve as a Director for more than two (2) consecutive terms and more than four (4) total terms. Terms served prior to the 2017 election of Directors do not count toward a Director's term limitation.

4.9. **Candidates' Commitment.** Prior to being elected, each nominee for Director must agree to use his or her best efforts to:

4.9.1. Attend all duly-called Board meetings in-person or remotely by electronic means;

4.9.2. Attend the Annual Meeting of Members and seek to actively contribute to the Members' evaluation of the issues presented at the Annual Meeting;

4.9.3. Seek to actively participate in Board meetings;

4.9.4. Actively contribute to policy-related discussions and decision-making during and outside of Board meetings;

4.9.5. Participate on at least one standing or ad hoc Board committee;

4.9.6. Seek to promote and advance WISPA's mission, vision and goals;

4.9.7. Encourage potential WISPA Members to join WISPA;

4.9.8. Work to develop appropriate working relationships between WISPA and other industry stakeholders; and

4.9.9. Seek to help WISPA anticipate and prepare for future challenges and opportunities.

4.10. **Removal of Directors.** Any Director may be removed prior to the expiration of his or her term by the vote of the Members in accordance with Illinois law. Any Director will be removed for cause if the Director fails to attend two (2) or more duly-called meetings of Directors during any calendar year without permission of the Chairperson.

4.11. **Vacancy on Board.** The Board will immediately notify the Nominations Committee Chair of any vacancy on the Board. The Nominations Committee Chair will notify the Members of the vacancy within seven (7) days from receiving notice. The Board may appoint a Director to fill the vacancy, and the Nominations Committee Chair will notify the Members of the Board's decision.

4.11.1. Any Board-appointed Director will hold office until the next Board of Directors Election.

4.11.2. A Director's service of a partial term pursuant to this Section 4.11 does not count toward the Director's term limits set forth in Section 4.8 of these Bylaws.

4.12. **Change in Number of Directors.** The Members may increase or reduce the number of Directors at the Members' Annual Meeting, but in doing so will not cause any Director to serve less than his or her entire term as a Director.

4.13. **Compensation.** The Members may establish reasonable compensation for Directors in accord with applicable law, including 805 ILCS 105/108.70(b). WISPA will reimburse each Director's approved and reasonable out-of-pocket travel, meals, and lodging provided in connection with WISPA or other WISP industry-related meetings, conferences, and seminars. The Treasurer may establish uniform procedures and criteria for Directors to report and document their travel expenses.

4.14. **Conflicts of Interest.** Notwithstanding any other provision of these Bylaws, a Director or the Member with which the Director is associated may serve as an independent contractor or employee to WISPA and may receive reasonable compensation for services provided to WISPA. All such payments will be pursuant to a written contract between WISPA and the Director or Member entered into before the Director, or Member provides the services. If any such

contract is for a term longer than six (6) months or may reasonably result in total compensation paid by WISPA within any twelve (12) month period of more than twenty-five thousand dollars ($25,000), the contract and all payments under the contract must be approved by the affirmative vote of seventy-five percent (75%) or more of the Board after the Board makes an express finding, with each Director's vote recorded in the minutes, that the contract and payments are appropriate and in WISPA's best interests.

4.15. **Disclosure by Directors.** Each Director will voluntarily disclose to the Board, without further request: all financial interests the Director has in any entity (other than ownership of less than three percent (3%) of a publicly-traded company) with which WISPA transacts business, and all remuneration or other financial benefit Director receives or may receive as a result of the entity's business with WISPA ("Director Financial Interest(s)").

4.15.1. Director Financial Interests include direct and indirect remuneration, including gifts, salary, fees, equity interests, loans, services, and discounts.

4.15.2. Director Financial Interests do not include reimbursement for travel, meals, and lodging provided in connection with WISPA or other WISP industry-related meetings, conferences, and seminars.

4.15.3. The Board will discuss all Director Financial Interests in a duly called meeting and include in the relevant meeting minutes an explanation of whether and on what basis the Director Financial Interest disqualifies or does not disqualify the Director from continuing to serve on the Board.

Article 5. Director Meetings

5.1. **Regular Meetings.** The Board will conduct regular meetings quarterly, unless the Board, in its discretion, determines to conduct regular meetings at different intervals.

5.2. **Annual Meeting.** The Board may, but is not required to, appoint officers and prepare a draft annual budget at the Annual Meeting of Directors. Subject to change by the Board, the Board's Annual Meeting will be on the same date as the Annual Meeting of Members.

5.3. **Special Meetings.** Special meetings of the Board may be called by or at the request of the Chairperson, Vice-Chairperson, President, Secretary, or any two (2) Directors.

5.4. **Notice of Regular Meetings.** The Secretary will give notice to all Directors of each regular meeting of Directors no less than thirty (30) days prior to the meeting.

5.5. **Notice of Special Meetings.** The Secretary will give notice to all Directors of each special meeting by phone or email no less than forty-eight (48) hours prior to the meeting, except the notices of meetings at which the Board is to vote on the removal of a Director will not be valid unless each Director is given notice of the meeting at least seven (7) days prior to the meeting.

5.6. **Content of Notice.** Every notice of a meeting of the Board will include the date, time and location of the meeting, the dial-in and any other applicable remote participation information, and any other information reasonably required for the Director's active participation in the meeting. The Secretary will use each Director's contact information on file with WISPA for all meeting notices.

5.7. **Date of Notice.** Notice will be deemed to be delivered on the date that the Secretary sends the notice to the Director's most recent email address on file with WISPA or the date on which the Director receives actual notice of the meeting, whichever is sooner.

5.8. **Waiver of Notice.** A Director may waive any notice required by law or these Bylaws before or after the notice is given or was to have been given. Except as provided in this Section 5, the waiver must be in writing, signed by the Director entitled to notice or sent from the waiving Director's email account and filed with the minutes of the meeting for which the Director waived notice. A Director's attendance at a meeting of Directors in-person or remotely waives any defect in notice of the meeting, unless the Director, at the start of the meeting or the Director's arrival at the meeting, whichever is latest, objects to the meeting based on inadequate notice, and the Director does not thereafter vote in person or by proxy on matters before the Board at the meeting.

5.9. **Quorum.** A majority of the Directors then in office, including at least fifty percent (50%) of the representatives of Principal Members on the Board, will constitute a quorum for the transaction of business.

5.10. **Manner of Acting.** If a quorum of the Board is present when a vote is taken, the vote of a majority of the Directors present is the act of the Board unless the vote of a greater number of Directors is required by law or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of any Director, if any action is taken or decision made is approved by at least a majority of the required quorum for that meeting.

5.11. **Voting.** The Board may, in its discretion, require votes of the Board or any committee of the Board to be conducted by secret ballot or may allow votes to be open and viewable by all Directors or others present in-person or participating by electronic means.

5.12. **Adjournment.** A majority of Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

5.13. **Notice of Adjourned Meeting.** Notice of the time and place of holding an adjourned meeting will be provided by email as soon as practicable after the meeting is adjourned.

5.14. **Meeting via Electronic Means.** The Board may permit any or all Directors to participate in any regular or special meeting of the Board remotely by electronic means, including telephone or video conference, so long as all Directors participating in the meeting can simultaneously hear all Directors speaking to the Board. A Director participating in a meeting by electronic means will be deemed to be present at the meeting.

5.15. **Presumption of Assent.** A Director who is present at a meeting of the Board or a committee of the Board when the Board takes any action is deemed to have assented to the action taken unless:

5.15.1. The Director timely objects at the beginning of the meeting (or promptly upon arrival, whichever is later) to holding the meeting or transacting certain business or all business at the meeting; or

5.15.2. The Director's dissent or abstention from the vote on the action is entered in the minutes of the meeting; however, a Director who votes in favor of the action taken has no right to later dissent or abstain from the action.

5.16. **Action Taken Without Meeting.** Any action required or permitted to be taken at a meeting of the Board may be taken without a meeting if the Board subsequently unanimously consents to the action in writing. The Board's written consent must describe the action taken, be signed by each such Director, and be included in WISPA's corporate records. Action taken under this Section is effective when the last Director signs the consent unless the consent specifies a later or earlier effective date.

5.17. **Contracts, Loans, Checks, and Deposits.**

5.17.1. **Contracts.** The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in

the name of and on behalf of WISPA, and such authority may be general or confined to specific instances.

5.17.2. **Loans.** No loans will be contracted on behalf of WISPA, and no evidence of indebtedness will be issued in its name unless authorized by the Board.

5.17.3. **Checks, Drafts, Etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness, if issued in the name of WISPA, will be signed by one or more officers or agents of WISPA as authorized by the Board, and in the manner as the Board may determine.

Article 6. Officers

6.1. **Number.** WISPA's officers will include a Chairperson, Vice-Chairperson, President, Secretary, Treasurer, and other officers as the Board may appoint. The same person may hold as many as two (2) offices, but no person may hold more than two (2) offices. A person cannot, however, hold the position of Chairperson and any other office, unless there is a vacancy or notice of vacancy in the President position then the Chairperson may be appointed by the Board to serve the office of President. Employees and former employees of WISPA and any of its controlled affiliates are ineligible to serve as officers until five (5) years following termination of employment.

6.2. **Appointment and Term.** The Board will appoint WISPA's officers at the next meeting of the Board following the annual election of Directors. Each officer will hold office until the officer's death, resignation, or removal, or until the officer's successor is elected. The Board may appoint additional officers and fill vacancies in offices as needed.

6.3. **Resignation.** An officer may resign at any time by delivering notice to the Secretary. The officer's resignation is effective when the notice is received by the Secretary, unless the notice specifies a future effective date. If an officer resigns effective on a future date, the Board may appoint a replacement officer prior to that effective date and may specify that the new officer takes office prior to or on that effective date.

6.4. **Removal of Officers.** The Board may remove any officer from office at any time with or without cause with the affirmative vote of at least seventy-five percent (75%) of the Directors entitled to vote at a duly called Board meeting at which a quorum is present.

6.5. **Chairperson of Board:** The Board will elect a Chairperson of the Board who will preside over meetings of the Board. Only a Principal Member Director is eligible to be the Chairperson. The Chairperson will:

6.5.1. Act as Chairperson at meetings of the Board;

6.5.2. Act as a liaison between the President and the Board;

6.5.3. Provide independent advice and counsel to the President;

6.5.4. Ensure that the Directors are properly informed and that sufficient information is provided to enable the Directors to conduct appropriate oversight of WISPA;

6.5.5. In consultation with the President, develop and set the agendas for meetings.

6.6. **Vice-Chairperson of Board:** The Board will elect a Vice-Chairperson of the Board. Only a Director is eligible to be the Vice-Chairperson. The Vice-Chairperson will:

6.6.1. Assist the Chairperson in performing his/her duties & responsibilities;

6.6.2. Perform the responsibilities of the Chairperson during his/her absence or disability;

6.6.3. Provide advice as required to the President in all matters concerning the interests of the corporation.

6.7. **President.** The President will be the Chief Executive Officer ("CEO") of WISPA. Subject to the provisions of these Bylaws and control of the Board, the President will have general management and control of the business and affairs of WISPA. The President will perform all duties and have all powers incident to the office of CEO, and additional duties as the Board may delegate. The President may execute contracts, deeds, leases, mortgages, bonds, and other instruments on behalf of WISPA, except that the Board must approve in advance all instruments that involve the transfer of or have a value of more than the amount established by the Board's policy.

6.8. **Secretary.** The Secretary will:

6.8.1. Prepare or cause to be prepared accurate minutes of all meetings of the Board and Executive Committee;

6.8.2. Authenticate records when requested by the Board, any officer, or any Member;

6.8.3. Give all notices required by law and by these Bylaws;

6.8.4. Have general charge of all corporate books and records and of the corporate seal, and affix the corporate seal to any lawfully executed instrument requiring it;

6.8.5. Sign WISPA's reports to the Illinois Secretary of State and WISPA's non-tax regulatory filings;

6.8.6. Cause such corporate reports as may be required by state law to be prepared and filed in a timely manner; and

6.8.7. Perform all duties incident to the office of Secretary and such other duties as the President, Chairperson, or Board may assign.

6.9. **Treasurer.** The Treasurer will:

6.9.1. Have custody of all funds and securities belonging to WISPA and receive deposit or disburse the same under the direction of the Board;

6.9.2. Keep full and accurate accounts of the finances of WISPA in books specifically provided for that purpose;

6.9.3. Cause such returns, reports and/or schedules as may be required by the Internal Revenue Service and state taxing authorities to be prepared and filed in a timely manner;

6.9.4. Cause a true balance sheet (statement of the assets, liabilities, and fund balance) of WISPA as of the close of each fiscal year and true statements of activity (support and revenue, expenses and changes in fund balance), functional expenses, and cash flows for such fiscal year, all in reasonable detail, to be prepared and submitted to the Board; and

6.9.5. In general, perform all duties incident to the office of Treasurer and other duties as the President, Chairperson, or Board may assign.

6.9.6. If required by the Board, the Treasurer will give WISPA a bond in the amount and with surety or sureties specified by the Board for the faithful performance of the Treasurer's duties and for restoration to WISPA of its

books, papers, vouchers, money, and other property of every kind in the possession or under the control of the Treasurer.

6.10. **Compensation.** The Board may establish reasonable compensation for some or all officers and may authorize the Treasurer to reimburse the officers' expenses incurred in the conduct of WISPA's business.

Article 7. Committees of the Board

7.1. **Appointment by Board.** The Chairperson, or its designee, will appoint all members of Committees of the Board as and when the Chairperson determines. Members of Committees of the Board may, but are not required to be, Directors.

7.2. **Executive Committee.** The Executive Committee of the Board will consist of WISPA's officers and others the Board or its designee may appoint from time-to-time. Subject to the supervision of the Board, the Executive Committee will supervise and implement WISPA's routine activities, including WISPA's contractual relationships with third parties and WISPA's internal control procedures. The Executive Committee will conduct meetings as directed by the Board and will maintain minutes of its meetings.

7.3. **Finance Committee.** The Finance Committee will comprise the Treasurer, and the President, along with other members appointed by the Board. The Committee will be responsible for overseeing the financial health of our organization, including budgeting, financial planning, and reporting. Additional activities may include audits, investment opportunities, and other activities as the Board directs.

7.4. **Nominations Committee.** The Board or its designee may appoint a Nominations Committee responsible for establishing procedures for the nomination of Directors and officers consistent with these Bylaws.

7.5. **Bylaws Committee.** The Board or its designee may appoint a Bylaws Committee responsible for establishing procedures consistent with these Bylaws for Members to amend or repeal any provision of these Bylaws or to adopt new Bylaws subject to the limitations set forth in these Bylaws, including Section 7.10. However, all procedures established by the Bylaws Committee must be approved by the Board to be effective.

7.6. **Additional Committees.** The Board or its designee may create one (1) or more additional committees with responsibilities determined by the Board.

7.7. **Quorum.** Members of a committee established by the Board that are present at a duly-called committee meeting will constitute a quorum, provided that the quorum will be not less than two (2) Members of the committee.

7.8. **Voting.** All decisions by any committee of the Board will be by a majority of those present and voting. Each committee Member will have one (1) vote.

7.9. **Committee Chairs.** The chair of the Board or his or her designee will appoint each committee chair with the consent of the Board.

7.10. **Authority of Committees.** Board committees will have the authority specified by these Bylaws and the Board, except that no committee of the Board may:

7.10.1. Take any action reserved by these Bylaws to the Members or the Board;

7.10.2. Amend or repeal actions of the Board or the Members, except as expressly authorized in these Bylaws;

7.10.3. Create a committee of the Board or appoint the Members of committees of the Board; or

7.10.4. Approve any contract or transaction between WISPA and one (1) or more of its Officers, Directors, or Members.

7.11. **Meeting of Committees.** Meetings of all committees will be governed by, held and taken in accordance with the provisions of these Bylaws concerning meetings and other Board actions, except that the time for regular and special meetings of such committees may be determined either by the Board or, if the Board does not set regular meetings of a committee, by the committee. Each committee will keep the minutes of each of its meetings. Each committee chair will transmit minutes of each committee meeting to the Secretary for filing with the corporate records. The Board may adopt rules for the governance of any committee that are consistent with these Bylaws or, in the absence of rules adopted by the Board, the committee may adopt such rules.

7.12. **Advisory Committees.** The Board or its designee may create one or more advisory committees to serve at the discretion of the Board. Advisory committees will not exercise any powers of the Board. The authority of advisory committees will be limited to providing advice and recommendations to the Board. Advisory committees will operate according to rules the Board establishes from time to time.

Article 8. Members

8.1. **Classes and Qualifications of Members.** The Board, or its designee, will have sole discretion to determine the class of Membership in which each applicant for Membership is assigned. Subject to modification by the Board, Memberships are divided into Governing (voting) and Observing (nonvoting) classes which consist of the following:

Governing Classes:

8.1.1. **Principal Member (Voting).** Each Principal Member must be a WISP, but its business need not be limited to that of a WISP.

8.1.2. **MSP Member (Voting).** Each MSP Member must be a managed services provider that requires internet access from a WISP, and does not itself operate as a WISP.

8.1.3. **Vendor Member (Voting).** Each Vendor Member must be a distributor, supplier, or manufacturer of goods and services provided to WISPs and MSPs.

8.1.4. **Associate Member (Voting).** Each Associate Member must meet the qualifications established or to be established by the Board for Associate Members or be individually admitted as an Associate Member by the Board.

Observing Classes:

8.1.5. **Basic Provider Member (Nonvoting).** Each Basic Provider Member must be a WISP or MSP, but its business need not be limited to that of a WISP or MSP.

8.1.6. **Basic Supplier Member (Nonvoting).** Each Basic Supplier Member must be a distributor, supplier, or manufacturer of goods and services provided to WISPs and MSPs.

8.1.7. **Advisory Member (Nonvoting).** The Board may appoint any individual or organization as an Advisory Member. Advisory Membership is the only class of Membership that does not require the payment of dues.

8.2. **Ballot Classifications.** Prior to a vote of the Members, the Board will cause each Member to receive a ballot appropriate to the Member's Membership class or will otherwise allow each Member to cast a ballot appropriate to the Member's Membership classification.

8.2.1. A Principal ballot will entitle only Principal Members to vote. Principal ballots will be limited to matters that primarily relate to WISPA's operations.

8.2.2. An MSP ballot will entitle only MSP Members to vote. MSP ballots will be limited to matters that primarily relate to WISPA's operations.

8.2.3. A Vendor ballot will entitle only Vendor Members to vote. Vendor ballots will be limited to matters that primarily relate to distributors, suppliers, or manufacturers of goods and services provided to WISPs and MSPs.

8.2.4. A general ballot will entitle Principal, MSP, Vendor and Associate Members to vote. General ballots will be used for matters that have broad application to the WISP industry for which the Board determines a Principal ballot, MSP ballot or Vendor ballot should not be used.

8.3. **Voting.** Only Members in good standing may vote. Each qualified Member will appoint one representative to cast one (1) vote on the Member's behalf. Members with the same ultimate parent company will be entitled to cast one (1) vote in the aggregate for the parent and all subsidiaries.

8.4. **Dues, Fees, and Assessments.**

8.4.1. Each Member must pay dues, fees, and assessments within the time and on the conditions set by the Board. Unless the Board determines otherwise, all dues, fees, and assessments are non-refundable. In any case, dues, fees, and assessments will not be refunded to a Member that is suspended or terminated.

8.4.2. All Board Members that have not been removed for conditions within Section 6.4 or 8.7 shall receive a lifetime Associate Membership at no cost for themselves individually upon request.

8.5. **Good Standing.** Those Members who have paid the required dues, fees, and assessments in accordance with these Bylaws and whose membership is not suspended or terminated are Members in good standing.

8.6. **Membership Reassignment.** The Board may reassign a Member to a different class of Membership at the Member's request, or if a change in the nature of the Member's business causes the Member to no longer meet the qualifications of its current class. Any reassignment not requested by the Member that would change the Member's voting rights will be subject to the following procedures:

8.6.1. The Secretary will give the Member written notice fifteen (15) days prior to the proposed date of reassignment. The notice will identify the proposed class and the change in the nature of the Member's business on which the reassignment is based.

8.6.2. The Member may respond to the notice within ten (10) days after the notice is sent. The Member's response will be in writing or at a meeting of the Board, as the Board may determine.

8.6.3. No less than fifteen (15) days after the Secretary sends the notice, the Board, or a committee of the Board, will decide whether to reassign the Member. The Member will remain in its current class of Membership until the decision is made.

8.7. Termination of Membership. A Member's Membership will terminate upon the occurrence of any of the following events:

8.7.1. The Member provides written notice to the Board that the Member is resigning from WISPA;

8.7.2. The Member dissolves or ceases to transact the business that qualified the Member for any class of WISPA Membership;

8.7.3. The Member's Membership expires unless the Membership is renewed on terms fixed by the Board;

8.7.4. The Member fails to pay dues, fees, or assessments within thirty (30) days after they become due and payable pursuant to the decision of the Board; or

8.7.5. The Board terminates the Member's Membership.

8.8. The Board may terminate the Member's Membership if the Board finds that a Member has materially breached these Bylaws or any rule of conduct applicable to WISPA Membership or has otherwise engaged in conduct materially prejudicial to the purposes and interests of WISPA. The Board will abide by the following procedures to terminate a Member:

8.8.1. The Secretary will give the Member a notice specifying the Board's intent to terminate the Member's Membership fifteen (15) days prior to the proposed date of termination. The notice will explain the reasons for the proposed termination.

8.8.2. The Member may respond to the notice within ten (10) days after the notice is sent. The Member's response will be in writing or at a meeting of the Board, as the Board may determine.

8.8.3. No less than fifteen (15) days after the Secretary sends the notice, the Board, or a committee of the Board, will decide whether to terminate the Member's Membership.

8.9. **Suspension and Reinstatement.** The Board may suspend a Member for the same reasons for which the Board may terminate a Member's Membership. A Member may be suspended if the control of the Member changes through merger, acquisition, or otherwise.

8.9.1. The Board may reinstate suspended Members;

8.9.2. Suspended Members will not be deemed Members in good standing and will not be entitled to vote on matters before the Members, but no vote of Members will be voided because of suspended Member votes.

8.9.3. To suspend a Member, the Board will use the procedure set forth in these Bylaws for terminating a Member, except that the notice will specify that the Board seeks to suspend, not terminate, the Member.

8.10. **Challenge to Termination or Suspension.** Any action challenging a termination or suspension of Membership, including a claim alleging defective notice, must be commenced within one (1) year after the date of the termination or suspension.

8.11. **Transfer of Membership.** Memberships are not transferable, except with the approval of the Board, which will not be unreasonably withheld; however, the Board may impose transfer fees or other conditions on the transfer, provided that the fees and conditions are the same for similarly situated Members seeking a transfer. The proposed transferee of the Membership will be required to submit a new application for Membership, unless the Board waives this requirement.

Article 9. Meetings of Members

9.1. **Annual Meeting.** The Annual Meeting of the Members for the purpose of electing Directors and transacting such other business as submitted by the Board will be held on a date and at a time and location determined by the Board.

9.2. **Special Meetings.** Special meetings of the Members will be called as the Board may determine.

9.3. **Notice of Annual Meetings.** The Secretary will give notice to all Members of each Annual Meeting of Members no less than thirty (30) days prior to the Meeting.

9.4. **Notice of Special Meetings.** The Secretary will give notice to all Members of each special meeting of Members by phone call or email no less than three (3) business days prior to the meeting.

9.5. **Content of Notice.** Every notice of meeting of Members, including following adjournment of a meeting, will include the date, time, and location of the meeting, dial-in, video conference and electronic voting login information, and any other information reasonably required for the Member's active participation in the meeting. The Secretary will use each Member's most recent contact information on file with WISPA for all meeting notices.

9.6. **Date of Notice.** Notice will be deemed to be delivered on the date that the Secretary sends the notice to the Member's most recent email address on file with WISPA or the date on which the Member receives actual notice of the meeting, whichever is sooner.

9.7. **Waiver of Notice.** A Member may waive any notice required by law or these Bylaws before or after the notice is given or was to have been given. Except as provided in this Section 9.7, the waiver must be in writing, signed by the Member entitled to the notice or sent from the Member's email account, and filed with the minutes of the meeting for which the Member waived notice. A Member's attendance at a meeting of Members, whether in-person or remotely, waives any defect in notice of the meeting, unless the Member objects, at the start of the meeting or upon the Member's arrival at the meeting, whichever is latest, to the meeting proceeding due to lack of adequate notice and the Member does not thereafter vote in person or by proxy on matters before the Members at the meeting.

9.8. **Quorum.** The Members present and entitled to vote on any given ballot will constitute a quorum for the transaction of business, but in no case shall a quorum be less than ten percent (10%) of the members entitled to vote on any given ballot.

9.9. **Manner of Acting.** If a quorum of the Members is present for a given ballot when a vote is taken, the vote of a majority of the Members present is the act of the Members unless the vote of a greater number of Members is required by law or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of any Member, if any action is taken or decision made is approved by at least a majority of the required quorum for that meeting.

9.10. **Voting.** The Board may, in its discretion, require votes of Members or any class of Members to be conducted by secret ballot or may allow votes to be open and viewable by all Members present in-person or participating by electronic means. On all matters in which a Member is entitled to participate, whether by waiving notice of any meeting, or voting or participating at a meeting, the Member may authorize a then serving Director, to act on the Member's behalf by proxy. Every proxy must be signed by the Member authorizing such proxy or such Member's attorney-in-fact and delivered to the Secretary. No proxy shall be valid after the expiration of eleven (11) months after the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable by the Member executing the same by written notice to the Secretary. A Member's attendance at a meeting, whether in-person or by electronic means, shall automatically revoke any proxy previously granted by that Member for that meeting.

9.11. **Adjournment.** A majority of Members present, whether or not a quorum is present, may adjourn any meeting to another time and place.

9.12. **Notice of Adjourned Meeting.** Notice of the time and place of holding an adjourned meeting will be provided by email to all Members as soon as practicable after the meeting is adjourned.

9.13. **Meeting via Electronic Means.** The Board may permit any or all Members to participate in any regular or special meeting of the Members remotely by electronic means, including telephone or video conference, so long as all Members participating in the meeting can simultaneously hear and/or see any Member speaking or presenting information to the Members. A Member participating in a meeting by electronic means will be deemed to be present at the meeting.

9.13.1. The Board will make available, upon the request of any Member, an audit trail showing the total votes cast for and against each matter presented to the Members for a vote. The audit trail will also show all abstentions.

9.13.2. Electronic voting will remain open for at least forty-eight (48) hours, with the start and end time for voting included in the notice for the meeting.

9.14. **Presumption of Assent.** A Member who is present at a meeting, of the Members or a committee of the Members, at which the Members take any action is deemed to have assented to the action taken unless:

9.14.1. The Member timely objects at the beginning of the meeting (or promptly upon the Member's arrival, whichever is earliest) to holding the meeting or transacting certain business or all business at the meeting; or

9.14.2. The Member's dissent or abstention from the action is entered in the minutes of the meeting; however, a Member who votes in favor of the action taken has no right to later dissent or abstain from the action.

9.15. **Action Taken Without Meeting.** Any action required or permitted to be taken at a meeting of Members may be taken without a meeting if all of the Members subsequently consent to the action in writing. The Member's written consent must describe the action taken, be signed by each such Member, and be included in WISPA's corporate records. Actions taken under this Section are effective when the last Member signs the consent unless the consent specifies a later effective date.

9.16. **Record Date for Notice.** The Board may fix a membership record date that the Board may use to determine the Members entitled to notice of any meeting of Members and the right to vote on any matter presented to the Members. The record date for membership will be noon local time in Chicago, Illinois, not more than sixty (60) days or less than fourteen (14) days before the meeting or vote. Absent the affirmative action of the Board, the record date for notice and voting will be noon local time in Chicago, Illinois, the day preceding the date that a notice of the meeting is to be sent.

Article 10. Indemnification of Officers, Directors, Employees, and Agents

10.1. WISPA will indemnify 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 the person is or was a Director, Officer, employee or agent of WISPA, or who is or was serving at the request of WISPA as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding if the person 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, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order or settlement, conviction or upon a plea of nolo contendere or its equivalent, will not, of itself, create a presumption that the person 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, or with respect to any criminal action or proceeding that the person had reasonable cause to believe that his or her conduct was unlawful.

10.2. WISPA will indemnify 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 WISPA to procure a judgment in its favor by reason of the fact that such person is or was a Director, Officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of the action or suit if the person 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 provided that no indemnification will be made in respect of any claim, issue or matter as to which such person will have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, unless, and only to the extent that the court in which such action or suit was brought will determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court will deem proper.

10.3. To the extent that a present or former Director, Officer, employee or agent of WISPA has been successful, on the merits or otherwise, in defense of any action, suit or proceeding referred to in Section 10.1 or 10.2, above, or in defense of any claim, issue or matter therein, such person will be indemnified against expenses (including reasonable attorneys' fees) actually and reasonably incurred by the person in connection therewith, if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of WISPA.

10.4. Any indemnification under Sections 10.1 and 10.2 will be made by WISPA only as authorized in the specific case, upon a determination that indemnification of the present or former Director, Officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 10.1 or 10.2. This determination will be made with respect to a person who is a Director or officer at the time of the determination:

10.4.1. by a majority vote of the Board who are not parties to the action, suit, or proceeding, even if less than a quorum;

10.4.2. by a committee of the Board designated by a majority vote of the Board, even if less than a quorum, except that no members of the committee may be parties to the action, suit, or proceeding;

10.4.3. if there are no such Directors, or if the Board so direct, by independent legal counsel in a written opinion; or

10.4.4. by the Members entitled to vote, if any.

10.5. **Fees and Expenses.** Expenses (including reasonable attorneys' fees) incurred by an officer or Director in defending a civil, criminal, administrative or investigative action, suit or proceeding within the scope of Sections 10.1 or 10.2, above, may be paid by WISPA in advance of the final disposition of such action, suit or proceeding, as authorized by the Board, in the specific case upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount, unless it will ultimately be determined that he or she is entitled to be indemnified by WISPA as authorized in this Article. Such expenses (including reasonable attorneys' fees) incurred by former Directors, Officers or other employees and agents may be so paid on such terms and conditions, if any, as the Board deems appropriate.

10.6. The indemnification provided by this Article will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and will continue as a person who has ceased to be a Director, Officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such a person.

10.7. WISPA will have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of WISPA, or is or was serving at the request of WISPA as a Director, Officer, employee or agent of another organization, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not WISPA would have the power to indemnify such person against such liability under the provisions of this Article.

10.8. References to "WISPA" will include, in addition to the surviving WISPA, any merging WISPA (including any WISPA having merged with a merging WISPA) absorbed, which, if its separate existence had continued, would have had the power and authority to indemnify its Directors, Officers, employees or agents, so that any person who was a Director, Officer, employee or agent of such merging WISPA, or was serving at the request of such merging WISPA as a Director, Officer, employee or agent of another organization, partnership, joint venture, trust or other enterprise, will stand in the same position under the provisions of this Article with respect to the surviving WISPA, as such person would have with respect to such merging WISPA if its separate existence had continued.

10.9. For the purposes of this Article, references to "other enterprises" will include employee benefit plans; references to "fines" will include any excise taxes

assessed on a person with respect to an employee benefit plan; and references to "serving at the request of WISPA" will include any service as a Director, Officer, employee or agent of WISPA which imposes duties on or involves services by such Director, Officer, Employee or agent with respect to an employee benefit plan, its participants or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests 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 WISPA," as referred to in this Article.

10.10. Should the General Assembly of the State of Illinois adopt any amendments to the provisions of 805 ILCS 105/108.75 (or adopt any other provisions of law) that provide additional indemnification or protection to present or former Directors, Officers, employees or agents of WISPA, or to such persons serving at the request of WISPA as a Director, Officer, employee or agent of another organization, partnership, joint venture, trust or other enterprise, then WISPA will have the right and authority to provide such additional protection or indemnification upon such terms and provisions as then provided by Illinois law.

Article 11. Records and Reports

11.1. **Maintenance of Corporate Minutes and Records.** WISPA will keep as permanent records for a period of at least seven (7) years: minutes of all meetings of its Board; a record of all actions taken by the Board without a meeting; and a record of all actions taken by the Executive Committee and any other committees of the Board. WISPA will maintain its records in written form or in another form capable of conversion within a reasonable time into written form. WISPA will maintain its corporate records in a digital format accessible to all current Directors. To the extent physical records are required, such records will be held at its principal office, the office of its Registered Agent or any other location approved by the Board.

11.1.1. Its articles of incorporation or restated articles of incorporation and all amendments to them currently in effect;

11.1.2. Its Bylaws or restated Bylaws and all amendments to them currently in effect; and

11.1.3. Its most recent annual report delivered to the Secretary of State, as required by the Illinois Nonprofit Corporation Act.

11.2. The minutes and records described above will be made available for inspection by current Directors of WISPA during normal business hours. In addition, to the

extent required by applicable law, WISPA will make available for inspection during regular business hours, by any individual, copies of:

11.2.1. Any application filed with and by any letter or other document issued by the Internal Revenue Service with respect to the tax-exempt status of WISPA; and

11.2.2. The annual returns filed with the Internal Revenue Service for the three (3) most recent years (to the extent WISPA is required to file such returns), provided that the names and addresses of contributors to WISPA may be kept confidential.

11.3. **Inspection by Directors.** Every Director will have the right at any reasonable time to inspect WISPA's books, records, and documents of every kind, physical property, and the records of each of its subsidiaries. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

11.4. **Financial Reports.** The books of WISPA will be closed as of the end of each fiscal year, and financial statements will be prepared and submitted to the Board. In the discretion of the Board, WISPA may engage an independent certified public accountant to audit or review the financial statements. Members will be entitled, upon reasonable notice to the Board, to inspect WISPA's two most recent annual financial statements.

Article 12. Amendments

12.1. **Amendments by the Board.** Subject to the rights of Members as outlined in these Bylaws, the Board may by seventy-five percent (75%) vote adopt, amend or repeal WISPA's Bylaws unless the action would:

12.1.1. Materially and adversely affect Members' rights to vote on issues to be presented to the Members or any class of Members under these Bylaws;

12.1.2. Increase or decrease the number of Members authorized within any Membership class;

12.1.3. Cause a cancellation of all or part of any Membership; or

12.1.4. Authorize a new class of Membership.

12.2. Any proposal by a Director for the Board to amend or repeal these Bylaws or adopt new Bylaws will first be submitted by the proponent thereof in writing to every Director specifying the action proposed to be taken and must be received

by each Director at least thirty (30) days prior to a Board meeting at which such proposal is to be presented.

12.3. **Changes to the Number of Directors.** Once Members have been admitted to WISPA, the Board may not, without the approval of at least seventy-five percent (75%) of the Members authorized to vote, specify or change any bylaw provision that would:

12.3.1. Fix or change the authorized number of Directors; or

12.3.2. Fix or change the minimum or maximum number of Directors.

12.4. **Vote requirement.** If any provision of these Bylaws requires the vote of a larger proportion of the Board than otherwise required by law, such provision may not be altered, amended, or repealed except by that greater vote.

12.5. **Principal Member Approval Requirement.** Without the approval of the Principal Members, the Board may not adopt, amend, or repeal any bylaw that would:

12.5.1. Increase or extend the terms of Directors;

12.5.2. Increase the quorum for Members' meetings;

12.5.3. Authorize cumulative voting; or

12.5.4. Amend the purpose statement of WISPA set forth in Article 1, above, or the requirements for Membership, except as set forth in Article 8, above.

12.6. Except as expressly provided herein, these Bylaws may be amended or repealed by the Members through amendments submitted to the Members by the Bylaws Committee of the Board. Any such adoption, amendment or repeal also requires the majority approval of the affected class of Members if the action would:

12.6.1. Materially and adversely affect the voting rights of one class of Members relative to the voting rights of one or more other classes of Members;

12.6.2. Increase or decrease the number of Memberships authorized for any class of Members;

12.6.3. Affect an exchange, reclassification, or cancellation of all or part of a class of Members; or

12.6.4. Impose a special assessment or fee on the class, other than regular dues.

12.7. No amendment may extend a Director's term beyond that for which the Director was elected.

12.8. Any proposal for the Members to amend or repeal any provision of these Bylaws or to adopt new Bylaws will first be submitted in writing by the proponent thereof to the Bylaws Committee at least ninety (90) days prior to the Annual Meeting of the Members specifying the action proposed to be taken. At least sixty (60) days prior to the Annual Meeting of the Members, the Bylaws Committee will post on WISPA's website for comment by the Members all such proposals which the Committee has authorized be submitted for consideration at the Annual Meeting. The Bylaws Committee will review comments of the Members made in writing in relation to such proposal(s) and post the final versions of such proposal(s) on WISPA's website at least thirty (30) days before the Annual Meeting of the Members.

12.9. Notwithstanding any other provision of these Bylaws to the contrary, no action to amend or repeal any provision of these Bylaws or to adopt new Bylaws will be effective, the result of which would be to disqualify WISPA from recognition as a nonprofit organization under applicable state law or as an entity recognized by the Internal Revenue Service as a tax-exempt organization under Section 501(c)(6) of the Internal Revenue Code, or corresponding section of any future federal tax code, unless such action is approved by all Members present at an Annual Meeting of the Members at which a quorum is present.