RESTATED BYLAWS

(AS AMENDED FEBRUARY 13, 2018)
ARTICLE 1

NAME AND PURPOSE

1.1 Name. The name of the corporation is Leadership for Energy Automated Processing (hereinafter the corporation will be referred to as “LEAP”).

1.2 Purposes. LEAP is organized and operated exclusively as a nonstock, nonprofit corporation and a business league within the meaning of section 501(c)(6) of the Internal Revenue Code or the corresponding section of any future Federal tax code. LEAP shall be operated exclusively for such purposes, and no part of its net earnings shall inure to the benefit of, or be distributable to, any member, director, officer or other private person, except that LEAP shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of such purposes. Further, LEAP pledges all of its assets for use in performing such purposes and all funds and money received from the operation of LEAP are hereby pledged and shall be used solely for the furtherance of section 501(c)(6) purposes.

More specifically, the mission of LEAP is to promote efficient and reliable transaction processing within the energy trading industry by means of automation and standardization. In connection therewith, LEAP may do the following:

(a) promote and facilitate the automation of data processed between trading counterparties and companies that provide ancillary inspection, storage, pipeline movement, and related services,

(b) promote simplifying business standards and practices,

(c) develop and promote the use of non-proprietary electronic data standards, conventions and dictionaries, favoring industry standards over proprietary ones,

(d) retain control when necessary over such standards and practices and the intellectual property created therein, while making same freely available to industry participants by means of licensing for use in accordance with the principles of these bylaws,

(e) encourage cooperation among the energy trading parties and other industry participants/associations towards achieving our mission,

(f) encourage broad based participation in LEAP, and

(g) provide equal access to the standards for all members.

Notwithstanding any other provisions of these bylaws, LEAP shall not carry on any other activities not permitted to be carried on by a corporation exempt from Federal income tax under section 501(c)(6) of the Internal Revenue Code or corresponding section of any future Federal income tax code.
1.3 **Offices.** LEAP may have, in addition to its registered office, offices at such places, both within and without the State of Delaware, as the Board of Directors may from time to time determine or as the activities of LEAP may require.

**ARTICLE 2**

**MEMBERS**

2.1 **Powers and Duties.** LEAP shall have members (as defined below). The Members shall exercise such rights and perform such duties as required or permitted by law, the Articles of Incorporation of LEAP, the membership Agreement or these Bylaws.

2.2 **Qualifications.**

(a) Membership in LEAP is open to energy trading entities and to service providers and technology providers whose objective(s) and/or services are relevant to the energy trading business and LEAP’s objective.

(b) An energy trading entity, includes (a) any entity having a bona fide intent to engage in trading in the energy market whether on a regular basis or not and (b) any entity, directly or indirectly, which controls, is controlled by, or is under common control with a Member where “control” and its variants means more than fifty percent of the voting interest in such entity (“Affiliates”). For purposes of LEAP’s Information and Intellectual Property Policy (the “IIP”), however, there is no use grant under the IIP for Affiliates, unless such entities are Designated Affiliates, as defined in the IIP.

(c) Each duly qualified entity which signs a Membership Agreement is referred to herein as a “Member”. All Members must be legal entities, not natural persons.

2.3 **Classes of Members.** There shall be three classes of Members:

(a) **Full Member.** A Full Member must be an energy trading entity and includes the right, but not the obligation, to nominate a director as provided in Section 3.1(b) of these Bylaws, to participate in all activities of LEAP, to vote in any matter and hold any office of LEAP or its committees.

(b) **Service Member.** Eligibility as a Service Member is open to service- and technology providers as described in Section 2.2(a). A Service Member may participate on a committee by invitation of the Committee Leader or Board of Directors. A Service Member does not have the right to vote or nominate a director to the Board of Directors.

(c) **Limited Participation Member.** This category of membership allows an entity described in Section 2.2(a), but is not a Full Member or a Service Member, to participate in a specific Committee or Initiative of LEAP. A Limited Participation Member does not have the right to vote or nominate a director to the Board of Directors.
2.4 Dues.

(a) Annual dues shall be required of all Members. The Board of Directors shall evaluate and determine dues for all classes of Members before the annual meeting of Members.

(b) Dues shall be equal for all Members of each class, but there may be different dues for different classes of Members.

(c) Dues are paid prospectively for the calendar year ending December 31st.

(d) Dues statements shall be sent to each Member by the Treasurer before the annual meeting of Members.

(e) Dues shall be paid within 60 days of the mailing of dues statements in order to remain in good standing.

2.5 Nontransferability. Membership in LEAP shall not be assigned (whether expressly, by implication, by operation of law including any merger or sale of assets or business), or delegate its performance under these bylaws, to any third party and the rights, powers and privileges of membership in LEAP may not be sold, pledged, encumbered, assigned or otherwise transferred by the Member in any manner whatsoever, except to an Affiliate of Member (as defined in the Membership Agreement) which agrees to be bound by all terms and conditions hereof. Any purported transfer, assignment, or delegation without the appropriate prior written consent shall be null and void when attempted and of no force and effect. These bylaws shall be binding upon the successors and permitted assigns of the parties.

2.6 Non-Liability of Members. The Members shall not be individually liable for the debts, liabilities, or obligations of LEAP.

2.7 Meetings of Members.

(a) Annual Meeting. Members may have an annual meeting of members at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of meeting.

(b) Special Meetings. Special meetings of the Members may be held either within or without the State of Delaware, and may, unless otherwise prescribed by statute, be called by the Chairman. Special meetings shall be called by the Chairman, Secretary or Treasurer of LEAP upon the written demand of a majority of the Board of Directors or fifty percent (50%) of the Full Members. The Secretary of LEAP, upon receiving such written demand, shall promptly give notice of such meeting, or if the Secretary of LEAP (or designee) fails to give such notice within five (5) business days thereafter, any Full Member signing such demand may give such notice. No business other than that specified in the notice of meeting shall be transacted at such special meeting of the Members without the unanimous consent of all Full Members present at such meeting.

2.8 Notice of Meetings. Written or printed notice of the date, time and place of every meeting of Members, if any, shall be sent (l) by first class mail, postage prepaid (2) by electronic
mail, or (3) by publication, to each Member not less than ten (10) days before and not more than sixty (60) days earlier than the date of meeting the Member’s address as it appears on the records of LEAP. Notice of a special meeting shall state the purpose for which it is called.

2.9 Waiver of Notice. Notice of a meeting, if any, need not be given to any Member who submits a signed waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any Member at a meeting, in person or by proxy, without protesting lack of notice prior to the conclusion of the meeting shall constitute a waiver of notice by said Member.

2.10 Quorum. At every meeting of Members, if any, a majority of the Full Members, present in person or by proxy, shall be a quorum for all purposes except as may otherwise be provided by law. In the absence of a quorum, or when a quorum is present, a meeting may be adjourned from time to time by a vote of the majority of the Members present, without notice other than announcement at the meeting and without further notice to any absent Member. At any adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the meeting originally called.

2.11 Voting. At the Annual Meeting or at any Special Meeting, each Full Member in good standing shall be entitled to one vote on each matter submitted to a vote. All actions to be taken by vote of the Full Members shall, except as may otherwise be required by law, be authorized by a majority of the votes cast at such meeting. At all such Annual Meeting or Special Meeting, each Full Member may vote either in person, by means of remote communication, by electronic transmission, or by proxy in writing signed by said Member, but no proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

2.12 Good Standing; Removal. To remain in good standing, a Member must satisfy any requirement to pay dues or other fees imposed by LEAP in a timely fashion. Members not in good standing shall not be entitled to vote, hold office, or enjoy other privileges or powers of membership. Good standing may be resumed by satisfying all the requirements of LEAP and approval of the Board of Directors. A Member may be removed for misconduct, as determined by a majority vote of the remaining Full Members at an Annual or Special Meeting.

2.13 Meeting Via Remote Communication. Subject to such guidelines and procedures as the Members may adopt, Members and proxy holders may participate in any meeting of the Members by means of remote communication. LEAP may implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a Member or proxy holder, and to provide such Members and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the membership, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings. A record of any votes and actions taken at any meeting by means of remote communication must be maintained by the Secretary of such meeting. Participation by such means shall constitute presence in person at such meetings.

2.14 Approval of Minutes. The Members may approve the minutes of a prior meeting via remote communications without the need for a meeting. The affirmative vote of a majority of the Full Members entitled to vote shall be required to approve such minutes. Any minutes not approved under this Section 2.14 may be considered for approval at a regular or special meeting of the Members.
ARTICLE 3

BOARD OF DIRECTORS

3.1 Number, Nomination, Tenure, Resignation, Removal, and Vacancies.

(a) Number. The direction and management of the affairs of LEAP and the control and disposition of its assets shall be vested in a board of directors (the “Board of Directors”) which shall consist of not less than three (3) persons.

(b) Nomination.

(1) At the organizational meeting, each founding organization shall name a director to serve for the initial annual term.

(2) At each Annual Meeting thereafter, each Full Member of LEAP may, but is not required to, nominate one director. In lieu of an Annual Meeting of Members, each Full Member may, but is not required to, nominate one director by providing such nomination in writing to the Secretary of LEAP (or designee) on or before February 1 of the year. Delivery of such notice by a Full Member may be made personally, by mail, by facsimile or similar reproduction of a writing signed by a Full Member, or by electronic transmission. If a Full Member does not nominate a director, that position remains vacant until that Full Member nominates a person; the Board of Directors does not have the right to fill the vacancy. All of the nominated directors shall constitute the new Board of Directors. Once the Board of Directors is chosen, such board will elect the officer positions, as provided in Section 5.2.

(3) If an entity becomes a Full Member after the Annual Meeting, that Full Member shall have the right to nominate a director to the Board of Directors for the current year.

(c) Tenure.

(1) Each Director shall serve for a period of one year from February 15 (or the date the director is nominated under Section 3.1(b)(2) of these bylaws) through February 14 of the following year (a “term”) and until his or her successor shall have been duly nominated and qualified unless such director is sooner removed in the manner specified in Section 3.1(e) of these bylaws or until such director resigns. A director may serve for more than one term.

(2) Each successor to a director whose term has expired shall be nominated in the manner specified in Section 3.1(b) of these bylaws and each such successor shall hold office for a term commencing upon the date of his or her nomination and ending concurrently with all other director terms upon the date specified in Section 3.1(c)(1).
(d) **Resignation.** Each director shall have the right to resign at anytime upon written notice thereof to the Chairman or Secretary of LEAP (or designee). Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

(e) **Removal.** The Board of Directors may remove at any time any director from office when such removal is determined by the Board of Directors to be in the best interest of LEAP. Such determination shall be made by an affirmative vote of a majority of the members of the Board of Directors (other than the director to be removed) at any meeting of the Board of Directors.

(f) **Change of Employer.** If a director shall change employers during their term on the Board, then the former employer may nominate a replacement director for the balance of that term, provided they remain a Full Member in good standing. Furthermore, if the new employer is already a Full Member without a director or promptly becomes a Full Member of LEAP, then such director may upon approval by majority vote by the Board, retain their role on the Board for the remainder of their current term.

(g) **Successors/Vacancies.** If a director does not complete a term, the Full Member which was represented by that departing director may name a replacement director. If the departing director is also an officer of LEAP, then the new Board of Directors shall elect a new officer to fill the vacated role following the procedures in Section 5.2.

3.2 **Annual Meeting.** The annual meeting of the Board of Directors shall be held at such time and place as determined by the Board of Directors, for the election of officers and the transaction of such other business as may lawfully come before the meeting. It shall be the duty of the Secretary of LEAP (or designee) to give ten (10) days’ notice of the time, place and date of the annual meeting to each director.

3.3 **Regular Meetings.** Regular meetings of the Board of Directors shall be held on such dates and at such times and places as the Board of Directors shall from time to time determine, for the transaction of such business at may lawfully come before each meeting. It shall be the duty of the Secretary of LEAP (or designee) to give five (5) days’ notice of the time, place and date of each regular meeting to each director.

3.4 **Special Meetings.** Special meetings of the Board of Directors shall be held whenever called by or upon the request of the Chairman of LEAP or upon request of any two (2) Directors. It shall be the duty of the Secretary of LEAP (or designee) to give sufficient notice of the date, time and place of each special meeting to each director to enable each director to attend the special meeting.

3.5 **Quorum for Meetings.** The presence of a majority of the number of directors fixed by these bylaws as constituting the Board of Directors shall be a quorum for the transaction of business at all meetings convened according to these bylaws.

3.6 **Voting.** The affirmative vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as may be otherwise
specifically provided by law or these bylaws. A director may vote in person, by means of remote communication, by electronic transmission, or by proxy in writing signed by said director.

3.7 **Proxies.** A director may vote at a meeting of the Board of Directors by proxy executed in writing by the director and delivered to the Secretary of LEAP (or designee) at or prior to such meeting; however, a director present by proxy at any meeting of the Board of Directors may not be counted to determine whether a quorum is present at such meeting. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law. No proxy shall be valid after the expiration of eleven months from the date of its execution unless otherwise provided in the proxy.

3.8 **Action by Written Consent.** Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all members of the Board of Directors or of such committee, and such consent shall have the same force and effect as a unanimous vote at a meeting. A telegram, telex, cablegram, a photographic, photostatic, facsimile, or similar reproduction of a writing executed by a director, or an electronic transmission by a director shall be treated as an execution in writing for purposes of this paragraph 3.8.

3.9 **Meeting Via Remote Communication.** Subject to such guidelines and procedures as the Board of Directors may adopt, directors and proxy holders may participate in a meeting of the Board of Directors by means of remote communication. LEAP may implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a director or proxy holder, and to provide such directors and proxy holders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Board of Directors, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings. A record of any votes and actions taken at any meeting by means of remote communication must be maintained by the Secretary of LEAP (or designee) of the meeting. Participation by such means shall constitute presence in person at such meetings.

3.10 **Conduct of Meetings.** The Chairman, and in his or her absence the Secretary, shall call meetings of the Board of Directors to order, and shall act as chairman of such meetings, and the Secretary of LEAP (or designee) shall act as secretary of all such meetings, but in the absence of the Secretary, the Chairman may appoint any person present to act as secretary of the meetings.

3.11 **Compensation.** Directors shall be not be entitled to any compensation for their services, but by resolution of the Board of Directors, there may be compensation for special meetings upon approval by the Board of Directors.

3.12 **Advisory Directors.** The Board of Directors at any meeting of the Board of Directors may elect such number of non-voting advisory directors, to serve for renewable terms of one (1) to two (2) years each, as may be prescribed by the Board of Directors. An advisory director shall not have or exercise the authority or responsibility of a director.

3.13 **Approval of Minutes.** The minutes of any meeting of the Board of Directors shall be prepared and approved in accordance with the following:
(a) The Secretary of LEAP (or designee) shall prepare the minutes of the Corporation promptly after each board meeting, but in no event more than thirty (30) days after such meeting.

(b) The Chairman, or any Board member who attended the meeting, shall review and preliminarily approve the minutes prior to the Secretary of LEAP (or designee) distributing the minutes to the Board of Directors.

(c) Within thirty (30) days following a meeting of the Board of Directors, the Secretary of LEAP (or designee) shall distribute a copy of the proposed minutes (either in paper or electronic format) to each director on the Board of Directors.

(d) Once the minutes have been distributed, each Director shall have thirty (30) days to review the minutes and note any corrections to be made to the minutes of the Corporation.

(e) If no substantive corrections are raised within the thirty (30) day period, the minutes shall be deemed to be approved by the Board of Directors.

(f) If a substantive objection is raised, the Secretary of LEAP (or designee) shall consider the proposed correction and, if necessary, distribute a revised draft of the minutes to the Board of Directors. Any minutes that are revised may be considered for approval at a regular or special meeting of the Board of Directors.

ARTICLE 4

NOTICES

4.1 Forms of Notice. Whenever under the provisions of these bylaws, notice is required to be given to any director or committee member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, facsimile, or by electronic transmission, addressed to such director or committee member at such address as appears on the books of LEAP. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same be thus deposited, postage prepaid, in the United States mail as aforesaid.

4.2 Waiver. Whenever any notice is required to be given to any director or committee member under the provisions of these bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

ARTICLE 5

GENERAL OFFICERS

5.1 Description of Officers. The officers of LEAP shall be a Chairman, a Secretary, and a Treasurer (or co-positions for these offices), and such other officers as may be determined and elected by majority vote of the Board of Directors at the Annual Meeting. If no single candidate
receives a majority in an election involving three or more candidates, a run-off election shall be immediately held between the two candidates with the highest number of votes.

5.2  **Election and Term.**

(a)  At the organizational meeting, and thereafter at each annual meeting, the Board of Directors shall elect the officers. Each officer so elected shall take office on the date of his or her election and shall hold such office for a one year term, or the date such officer resigns or is removed. Any officer whose term of office shall have expired may be elected to succeed himself or herself.

(b)  Any officer may resign at any time by giving written notice thereof to the Chairman or Secretary of LEAP. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of the resignation shall not be necessary to make it effective.

(c)  Any officer may be removed at any time by the Board of Directors with or without cause; provided that removal without cause shall not prejudice the contract rights, if any, of such officer.

5.3  **Duties.** The principal duties of the several officers are as follows:

(a)  **Chairman.** The Chairman shall preside at all meetings of the Board of Directors. The Chairman shall be the chief executive officer of LEAP, and subject to the control of the Board of Directors, shall have general charge and supervision of the administration of the activities and affairs of LEAP. The Chairman shall see that all orders and resolutions of the Board of Directors are carried into effect. The Chairman shall sign and execute all legal documents and instruments in the name of LEAP when authorized to do so by the Board of Directors, and shall perform such other duties as may be prescribed from time to time by the Board of Directors. The Chairman shall also have the power to appoint and remove subordinate employees. The Chairman shall submit to the Board of Directors plans and suggestions for the activities of LEAP, shall direct general correspondence and shall present recommendations in each case to the Board of Directors for decision. The Chairman shall also submit a report of the activities and affairs of LEAP at each annual meeting of the Board of Directors and at other times when called upon so to do by the Board of Directors.

(b)  **Secretary.** The Secretary shall have charge of the records and correspondence of LEAP under the direction of the Chairman, and shall be the custodian of the seal of LEAP, if any. The Secretary shall give notice of and attend all meetings of the Board of Directors. The Secretary shall take and keep true minutes of all meetings of the Board of Directors of which, ex officio, without vote (unless he or she is also a director), the Secretary shall be the secretary. The Secretary shall discharge such other duties as shall be prescribed from time to time by the Chairman or the Board of Directors. In case of the absence or disability of the Secretary, the Board of Directors may designate an assistant secretary to perform the duties of the Secretary during such absence or disability.
(c) **Treasurer.** The Treasurer shall keep account of all moneys, credits and property of LEAP that shall come into the Treasurer’s hands and keep an accurate account of all moneys received and discharged. The Treasurer shall also prepare an annual budget showing expected receipts and expenditures for consideration by the Board of Directors. Except as otherwise ordered by the Board of Directors, the Treasurer shall have the custody of all the funds and securities of LEAP and shall deposit the same in such banks and depositories as the Board of Directors shall designate. The Treasurer shall keep proper books of account and other books showing at all times the amount of the funds and other property belonging to LEAP, all of which books shall be open at all times to the inspection of the Board of Directors. The Treasurer shall also submit a report of the accounts and financial condition of LEAP at each annual meeting of the Board of Directors, which report, if necessary, shall be maintained and available for inspection. The Treasurer shall, under the direction of the Board of Directors, disburse all moneys and sign all checks and other instruments drawn on or payable out of the funds of LEAP, which checks, however, may also be required by the Board of Directors to be signed by the Chairman, or in case of their absence or disability, by such member of the Board of Directors as the Board of Directors shall designate. The Treasurer shall also make such transfers and alterations in the securities of LEAP as may be ordered by the Board of Directors. In general, the Treasurer shall perform all the duties that are incident to the office of Treasurer, subject to the Board of Directors, and shall perform such additional duties as may be prescribed from time to time by the Board of Directors. The Treasurer shall give bond only if required by the Board of Directors. In case of absence or disability of the Treasurer, and if no assistant treasurer has been elected, the Board of Directors may appoint an assistant treasurer to perform the duties of the Treasurer during such absence or disability.

(d) **Vacancies.** Whenever a vacancy shall occur in any general office of LEAP, such vacancy shall be filled by the Board of Directors by the election of a new officer who shall take office on the date of his or her election and shall hold such office until the earlier of the date of the next annual meeting of the Board of Directors following the date of his or her election, and thereafter, until his or her successor shall have been duly elected and qualified, or the date such officer resigns or is removed.

**ARTICLE 6**

**APPOINTIVE OFFICERS AND AGENTS**

6.1 **Appointive Officers and Agents.** The Board of Directors may appoint such other officers and agents (such as, an Executive Director) in addition to those provided for in Article 5 of these bylaws, as the Board of Directors may deem necessary. Such persons shall have such authority and perform such duties as shall from time to time be prescribed by the Board of Directors. All appointive officers and agents shall hold their respective offices or positions at the pleasure of the Board of Directors, and may be removed from office or discharged at any time with or without cause, provided that removal without cause shall not prejudice the contract rights, if any, of such officers and agents.
ARTICLE 7

STANDING AND SPECIAL COMMITTEES

7.1 Standing Committees. The Board of Directors may designate one or more standing committees as are necessary and which are not in conflict with other provisions of these bylaws and its exhibits or any other governing documents of LEAP, and the duties of any such standing committees shall be prescribed by the Board of Directors upon their designation. Each such standing committee shall consist of two or more persons, who may, but need not be, limited to the directors of LEAP. Appointments of persons to such standing committees shall be for terms prescribed by the Board of Directors upon their appointment to such committee.

7.2 Special Committees. The Board of Directors may designate one or more special committees as are necessary and which are not in conflict with other provisions of these bylaws and its exhibits or any other governing documents of LEAP, and the duties of any such special committees shall be prescribed by the Board of Directors upon their designation. Each such special committee shall consist of two or more persons, who may, but need not be, limited to directors of LEAP. A special committee shall limit its activities to the accomplishment of the tasks for which it is designated and shall have no power to act except as specifically conferred by action of the Board of Directors. Upon the completion of the task for which designated, such special committee shall stand dissolved.

7.3 Committee Leader. The Board shall nominate a leader for each committee (referred to herein as a “Committee Leader”). The Committee Leader shall ensure that the following actions are carried out by the committee: convening meetings, tracking participants, recording minutes and votes, and enforcing that the committee acts in accordance with LEAP operating procedure and within is designated authority.

7.4 Quorum and Voting. A majority of the members of a committee shall constitute a quorum for the transaction of business at any meeting of such committee and the act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

7.5 Meetings and Notices. Meetings of a committee may be called by the Chairman or the Committee Leader of the committee. Each committee shall meet as often as is necessary to perform its duties. Notice may be given at any time and in any manner reasonably designated to inform the members of the time and place of the meeting. Each committee shall keep minutes of its proceedings.

7.6 Resignations and Removals. Any member of a committee may resign at any time by giving notice to the chairman of the committee or the Secretary of LEAP. Unless otherwise specified in the notice, such resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective. The Board of Directors may remove at any time with or without cause any member of any committee who was originally appointed thereto by the Board of Directors as provided in these bylaws and its exhibits or any other governing documents of LEAP, hereunder but not limited to the Membership agreements.

7.7 Vacancies. A vacancy on a committee shall be filled for the unexpired portion of the term of the former occupant in the same manner in which an original appointment to such committee is made.
ARTICLE 8

AMENDMENTS

8.1 Amendments. These bylaws may be amended by two-thirds vote of the Full Members entitled to vote at any annual meeting at which a quorum is present; provided, that notice of the proposed amendment shall have been given to each such Member in writing prior to such meeting.

ARTICLE 9

INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.1 Indemnification. Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “proceeding”), by reason of the fact that he or she, or a person of whom he or she is the representative, is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director, officer, employee, fiduciary or agent of another corporation or of a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless by the corporation to the fullest extent which it is empowered to do so unless prohibited from doing so by the General Corporation Law of the State of Delaware, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than said law permitted the corporation to provide prior to such amendment) against all expense, liability and loss including attorneys’ fees actually and reasonably incurred by such person in connection with such proceeding, and such indemnification shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that, except as provided in Section 9.2 hereof, the corporation shall indemnify any such person seeking indemnification in connection with a proceeding initiated by such person only if such proceeding was authorized by the board of directors of the corporation. The right to indemnification conferred in this Article 9 shall be a contract right and, subject to Sections 9.2 and 9.5 hereof, shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition. The corporation may, by action of its board of directors, provide indemnification to employees and agents of the corporation with the same scope and effect as the foregoing indemnification of directors and officers.

9.2 Procedure for Indemnification of Directors and Officers. Any indemnification of a director or officer of the corporation under Section 9.1 or advance of expenses under Section 9.5 shall be made promptly, and in any event within 30 days, upon the written request of the director or officer. If a determination by the corporation that the director or officer is entitled to indemnification pursuant to this Article 9 is required, and the corporation fails to respond within 60 days to a written request for indemnity, the corporation shall be deemed to approve the request. If the corporation denies a written request for indemnification or advancing of expenses, in whole or in part, or if payment in full pursuant to such request is not made within 60 days, the right to indemnification or advances as granted by this Article 9 shall be enforceable by the director or officer in any court of competent jurisdiction. Such person’s costs and expenses incurred in connection with successfully establishing his or her right to indemnification, in whole or in part, in any such proceeding shall also be indemnified by the corporation. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the corporation) that the claimant has not met the standards of conduct which make
9.3 **Article Not Exclusive.** The rights to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article 9 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the certificate of incorporation, by-law, agreement, or disinterested directors or otherwise.

9.4 **Insurance.** The corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a director, officer, employee, fiduciary, or agent of the corporation 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 any liability asserted against him or her and incurred by him or her in any such capacity, whether or not the corporation would have the power to indemnify such person against such liability under this Article 9.

9.5 **Expenses.** Expenses incurred by any person described in Section 9.1 in defending a proceeding shall be paid by the corporation in advance of such proceeding's final disposition unless otherwise determined by the board of directors in the specific case, upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

**ARTICLE 10**

**GENERAL PROVISIONS**

10.1 **Fiscal Year.** The fiscal year of LEAP shall begin on the 1st day of January (or with respect to its year of incorporation, the date of incorporation if different) and end on December 31st of each year.

10.2 **Books and Records.** LEAP shall keep correct and complete books and records of account on the cash basis method of accounting and shall keep minutes of the proceedings of the meetings of the Board of Directors, ‘and committees, standing or special.

10.3 **Seal.** The Board of Directors may adopt a corporate seal to be in such form and to be used in such manner as the Board of Directors shall direct.

10.4 **Permanent Incapacity.** Any member of the Board of Directors who shall be incapable of participating in the management and affairs of LEAP for a continuous period of six...
months shall be deemed to be “permanently incapacitated” within the meaning of that term as used in these bylaws.

10.5 **Transaction with Interested Parties.** No contract or transaction between LEAP and one or more of the directors or officers of LEAP, or between LEAP and any Full Member or other corporation, partnership, association, or other organization in which one or more of the directors or officers of LEAP are directors or officers, or have a financial interest therein, shall be void or voidable solely for this reason or solely because the director or officer is present at or participates in the meeting of the Board of Directors or a committee of the Board of Directors which authorizes the contract or transaction or solely because his or their votes are counted for such purpose, if:

(a) The material facts as to his relationship or interest and to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested director be less than a quorum;

(b) The material facts as to this relationship or interest and to the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction are disclosed or are known to the Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the Members entitled to vote thereon; or

(c) The contract or transaction is fair as to LEAP as of the time it is authorized, approved or ratified, by the Board of Directors, a committee of the Board of Directors or the Members.

10.6 **Severability.** Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

10.7 **Grammar.** All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.