

**BY-LAWS
OF
SWING 'N' COUNTRY**

**SECTION 1
ORGANIZATION**

(a) *Form.*

The Swing 'n' Country Dance Club (the Club) shall be organized as a Not For Profit Organization under the laws of Illinois.

(b) *Purpose.*

The Club shall be organized for the purpose of promoting, by members helping members, couples style country and swing dancing in a friendly atmosphere and to provide opportunities for growth through instructional programs and community involvement.

(c) *Offices.*

The registered office of the Club shall be in the City of Schaumburg, State of Illinois. The Club may also have offices at such other places both within and without the State of Illinois as the Board of Directors may from time to time determine or the activities of the Club may require.

SECTION 2

MEMBERS

(a) Requirements for Membership.

Membership is open to all persons over the age of twenty-one (21) who have an interest in couples style country and swing dancing and willingness to share their knowledge with others.

(b) Admission of Members

Candidates for membership are required to complete an application for membership and to submit that application along with the appropriate fee. Upon receipt of a properly completed application and fee, the Treasurer will cause the applicant to be added to the membership rolls. The information shall be forwarded to the Secretary who shall issue the new member a Membership Packet.

(c) Membership Cards.

Each member in good standing shall be issued a Membership Card. The Club will be responsible for having a membership list at any sponsored event to verify membership in the Club. Only those who are active members will be given the membership discount for a sponsored event or for goods offered for sale.

(d) Voting Rights.

Each member shall be entitled to one vote on each matter submitted to a vote of the members.

(e) Termination and Reinstatement of Membership.

The Board of Directors by affirmative vote of 51% may suspend or expel a member for cause after an appropriate hearing, and may, by a majority vote of those present at any regularly constituted meeting, terminate the membership of any member whose conduct is deemed unacceptable for membership, or suspend or expel any member who shall be in default in the payment of dues.

Upon written request signed by a former member and filed with the Secretary, the Board of Directors may by affirmative vote of 51% reinstate such former member to membership upon such terms of the Board of Directors may deem appropriate.

(f) Resignation.

Any member may resign by filing a written resignation with the Secretary of the Club, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments or other charges theretofore accrued and unpaid.

(g) *Transfer of Membership.*

Membership in the Club is not transferable or assignable.

(h) *Existing Members.*

Existing Members shall mean all currently registered members in good standing. A member shall be considered to be in good standing only if all dues, fees, and obligations owed by that member are paid in full. The Board shall establish what length of "grace period," if any, shall be granted to those whose membership have lapsed.

SECTION 3
MEETINGS OF MEMBERS

(a) Annual Meetings.

An equal meeting of the members shall be held during the months of March or April, at such time and place as may be fixed by the Board of Directors.

(b) Special Meetings.

Special meetings of the members may be called by the President, the Board of Directors, or not less than 60% of the members.

(c) Notice of Meetings.

Written notice stating the place, date, and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than five (5) nor more than sixty (60) days before the date of such meeting, or in the case of a removal of one or more Directors, a merger, consolidation, dissolution or sale, lease or exchange of assets, not less than twenty (20) nor more than sixty (60) days before the date of such meeting.

(d) Record Date.

The record date for determining the voting status of each member for any meeting of the members shall be determined by the Board. Further, the Board shall establish what length of "grace period," if any shall be granted for those whose memberships have lapsed.

(e) Quorum.

The members holding 30% of the votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting at any time without further notice. At any reconvened meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting; withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at the meeting.

(f) *Action without Meeting.*

Any action required to be taken at a meeting of the members of the Club, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed either by all of the members entitled to vote with respect to the subject matter thereof, or by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting which all members entitled to vote thereon were present and voting.

If a consent is signed by less than all of the members entitled to vote then at least five days prior to the effective date of such consent a notice in writing of the proposed action shall be delivered to all of the members entitled to vote with respect to the action taken. Notice shall also be given, promptly after the effective date of such consent, to all members entitled to vote who have not consented.

(g) *Voting.*

Each member in good standing is entitled to vote at a meeting of members or to express consent of dissent to corporate action in writing without being present. These voters must conform to the guidelines established by the Board, which shall include instructions for balloting, a mailing address, a "postmarked by" date, and a "received by" date. No proxy vote shall be allowed.

SECTION 4

BOARD OF DIRECTORS

(a) *General.*

The affairs of the Club shall be managed by its Board of Directors.

(b) *Number, Tenure, and Qualifications.*

The number of Directors shall be eleven (11). The Officers shall automatically become members of the Board of Directors during their terms of office. The remaining Directors shall be elected annually for a two year term by the Existing Members at the annual meeting of the members. The election of the Directors shall be on a rotating basis, providing for three (3) directors to be elected at each annual meeting.

If the election of Directors shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible.

Each Director shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign. Directors need not be residents of Illinois, but shall be a member of the Club.

The number of Directors may be increased to any number or decreased to not fewer than three (3) from time to time by amendment of this Section.

(c) *Annual Meeting.*

A transition meeting of the outgoing Directors and Incoming Directors shall be held without other notice than these by-laws as soon as reasonably possible after the annual meeting of the members.

(d) *Other Regular Meetings.*

The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board of Directors without other notice than such resolution.

(e) *Special Meetings.*

Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them.

(f) *Notice.*

Notice of any special meeting of the Board of Directors shall be given at least five days prior thereto by written notice to each Director at the address shown for such Director on the records of the Club. If mailed, such notice shall be deemed to be delivered when deposited in the United State mail in a sealed envelope so addressed, with postage thereon prepaid.

Notice of any special meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to such notice either before or after the time of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these by-laws.

(g) *Quorum.*

At all meetings of the Board of Directors 70% of the total number of Directors shall constitute a quorum for the transaction of business, provided that if less than 70% of the Directors is present at said meeting, a majority of the Directors present may adjourn the meeting to another time without further notice.

(h) *Manner of Acting.*

The act 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, unless the act of a greater number is required by statute, the articles of incorporation or these by-laws.

(i) *Action Without Meeting.*

Any action required to be taken at a meeting of the Directors of the Club, or any other action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof.

(j) *Attendance at Board Meetings.*

Directors may participate in any meeting through the use of e-mail or a conference telephone call or similar communication by means of which all persons participating in the meeting can communicate with one another. Such participation in a meeting shall constitute presence in person at the meeting.

(k) *Vacancies.*

Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of Directors shall be filled by the Board of Directors. A director elected to fill a vacancy shall serve for the unexpired term of his or her predecessor or until the next annual election by the members, whichever comes first. Any vacancy filled by election of the members shall be for a term equal to the remaining term of the vacancy.

(l) *Compensation.*

Directors shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be paid for each regular or special meeting of the Board, provided that nothing herein contained shall be construed to preclude any Director from serving the Club in any other capacity and receiving reasonable compensation therefore.

(m) *Removal of Director.*

Any member of the Board of Directors may be removed for cause by the Existing Members whenever in its judgment the best interests of the Club would be served thereby. Removal of a member of the Board of Directors shall be by a two thirds (2/3) majority vote of the Existing Members present at a special meeting called for that purpose in conformity with these by-laws.

SECTION 5
COMMITTEES

(a) Creation of Committees.

The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one (1) or more committees, each of which shall consist of one (1) or more Directors and such other persons as the Board shall appoint.

(b) Manner of Acting.

Each committee shall neither have nor exercise the authority of the Board of Directors in the management of the Club but shall advise and make recommendations to the Board, unless authority is granted by the Board to act independently. Unless otherwise provided in the resolution creating a committee, such committee may select its chairman, fix the time and place of its meetings, specify what notice of meeting, if any, shall be given, and fix its rules of procedure which shall not be inconsistent with these by-laws or with rules adopted by the Board of Directors.

(c) Term of Office.

Each member of a committee shall continue as such until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

(d) Vacancies.

Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6

OFFICERS

(a) *Enumeration.*

The Officers of the Club shall be a President-Emeritus, a President, a Vice President, a Secretary and a Treasurer. The Existing Members may also elect one (1) or more additional Vice Presidents, one (1) ore more Assistant Secretaries or Assistant Treasurers and such other Officers as it shall deem appropriate. Officers whose authority and duties are not prescribed in these by-laws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. No two (2) offices may be held by the same person.

(b) *Term of Office.*

The Officers of the Club, except the President Emeritus and the President, shall be elected at the annual meeting of members by the Existing Members and shall hold office for a term of one (1) year, or until his successor has been elected and shall be qualified or until his death, resignation or removal, or until he or she ceases to be a member in good standing. The President-Emeritus, President or the Vice President shall not succeed himself in the same office.

Board Members at large shall serve two-year terms, rotating the terms so that three (3) Board Members shall be elected each year.

(c) *President-Emeritus*

The President-Emeritus shall be filled by the President upon the expiration of his or her one-year term. The office of the President-Emeritus allows the last President to continue to contribute to the effectiveness of the Club.

(d) *President.*

The President shall be the principal executive Officer of the Club. Subject to the direction and control of the Board of Directors, the President shall have general supervision, direction and control of the business and affairs of the Club and shall perform all duties incident to the office of President and such other duties as may be assigned to him or her by the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another Officer or agent of the Club or a different mode of execution is expressly prescribed by the Board of Directors, the President may execute for the Club any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Club and either individually or with the Secretary, any Assistant Secretary, or any other Officer thereto authorized by the Board of Directors, according to the requirements of the form of the instrument. The President may vote all securities which the Club is entitled to vote except as and to the extent such authority shall be vested in a different Officer or agent of the Club by the Board of Directors. The President will appoint an Audit Committee to

review the books and records on an annual basis and report the results to their findings at the annual meeting of the members.

(e) *Vice President.*

The Vice President shall assist the President in the discharge of his or her duties and shall perform such duties and have such other powers as shall be assigned to him or her by the President or the Board of Directors. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall automatically succeed the President upon the expiration of the President's term.

(f) *Secretary.*

The Secretary shall keep a record of all the proceedings of the Board of Directors in a book to be kept for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; to prepare and file annual reports with the Secretary of State of Illinois and other such reports as are required to be filed by the Club; and perform all duties incident to the office of a secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

(g) *Treasurer.*

The Treasurer shall have charge of and be responsible for the maintenance of adequate books of account for the Club; have charge and custody of all funds and securities of the Club, and be responsible for the receipt and disbursement thereof; and perform all duties incident to the office of a Treasurer and such other duties as may be assigned to him or her by the President or the Board of Directors. With the approval of the Board of Directors, the Treasurer may delegate specified duties to an Assistant Treasurer or other person of the effective conduct of the affairs of the Club. The Treasurer shall submit a summary of receipts and disbursements at each Board of Directors meeting and financial statements (Income Statements, Balance Sheet and Cashflow Statement) at the annual meeting of the members. The Treasurer is responsible for the filing of all income fiduciary and other tax returns.

SECTION 7

NOMINATIONS

(a) Nominating Procedure.

Nominations for any Office or Board positions shall be submitted to the Secretary of the Club by the first Friday in February when nominations shall be closed.

SECTION 8

BALLOTING

(a) Preparation and Mailing of Ballots.

The Secretary shall cause ballots to be printed which shall set forth the names of all candidates nominated as provided in these by-laws, listing the candidates for each office in alphabetical order under the designation of the Office. In addition, a line for a write-in vote shall be included under each office.

Membership numbers will be placed on the bottom of the ballot as verification of active membership.

By the first Friday in March, the ballots shall be mailed to each existing club member, using the address on record as the mailing address of each member.

(b) Statement of Qualification of Candidates.

Each candidate shall have the opportunity to prepare a brief statement or resume of the pertinent background information. Such statements or resumes shall be included with the ballots when they are mailed.

(c) Election Committee.

In the event of a contested election, the president shall appoint an Election Committee consisting of the Vice President (acting as Chairman) and two (2) existing members, neither of whom may be contestants, to conduct the election.

(d) Casting Ballots.

Each member, upon marking his ballot, shall mail or deliver the same to the Election Committee before or on election night. If hand delivered and the identity of the member is verified, the membership number may be deleted.

When envelopes addressed to the Election Committee are received, they shall be retained in a secure place and kept there until the time of canvassing the votes. Any ballot containing a membership number and postmarked on or before Election Day shall be counted, providing no hand delivered ballot is later received.

(e) Canvas of Votes.

The Election Committee shall begin the canvass of votes on the fifth day after Election Day. Using the membership number on each ballot, the membership number of the person voting shall first be checked off the roll of existing members, and the ballot shall be placed in a ballot box. No form of ballot other than the one herein provided shall be counted.

(f) *Tie Vote.*

In the case of a tie vote for any office, another election shall be held, for only those offices that are tied, at the earliest possible date to be set by the Board of Directors.

(g) *Report of Results.*

Upon completion of its duties, the Election Committee shall report the results of its canvass of votes to the President. The President shall communicate the results of the election first to the candidates and then to all other Board member, via telephone or e-mail. When these people have been notified, the results shall be publicly communicated to all members through whatever method is agreed upon by the Election Committee.

(h) *Assumption of Office.*

The newly elected officers of the Club and the newly elected members of the Board shall assume their respective offices during the installation on the first Friday in April. In the case of a tie vote, the winner of the run-off election shall assume office immediately upon his election.

SECTION 9

GENERAL

(a) *Contracts.*

The Board of Directors may authorize any Officer or Officers or agent or agents of the Club to enter into any contract or execute and delivery any instrument in the name an on behalf of the Club and such authority may be general or confined to specific instances.

(b) *Check, Drafts, Etc.*

All funds of the Club shall be deposited from time to time to the credit of the Club in such banks, trust companies, or other depositories as the Board of Directors may select. All checks, drafts or other orders for the payment of money, notes or other evidences of Indebtedness issued in the name of the Club, shall be signed by such Officer or Officers or agent or agents of the Club and in such manner as shall from time to time by determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer and countersigned by the President of the Club.

(c) *Fiscal Year.*

The fiscal year of the Club shall be the calendar year, January 1 through December 31.

(d) *Waiver of Notice.*

Whenever any notice is required to be given under law, the articles of Incorporation or the by-laws of the Club, a waiver thereof in writing and signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

(e) *Dues.*

The Board of Directors may determine the amount of any admissions fee and annual dues payable to the Club by its members.

(f) *Amendments.*

The power to alter, amend, or repeal the by-laws or adopt new by-laws shall be vested in the Board of Directors. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given and shall require a 70% affirmative vote of the Board of Directors. The by-laws may contain any provisions for the regulation and management of the affairs of the Club not inconsistent with the law or the articles of Incorporation.

SECTION 10

INDEMNIFICATION AND INSURANCE

The Club may 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 Club) by reason of the fact that he or she is or was a Director, Officer, employee or agent of the Club, or who is or was serving at the request of the Club as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such 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 Club, 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, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, or 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 Club, or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

The Club may 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 the Club to procure a judgment in its favor by reason of the fact that such person is or was a Director, Office, employee or agent of the Club, or is or was serving at the request of the Club 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 such person in connection with the defense or settlement of such action or suit, if such 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 Club, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Club, unless, and only to the extent that the court in which such action or suit was brought shall 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 as the court shall deem proper.

To the extent that a Director, Officer, employee or agent of the Club has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in paragraphs (a) and (b) of this Section, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Any indemnification under paragraphs (a) and (b) of this Section (unless ordered by a court) shall be made by the Club only as authorized in the specific case, upon determination that indemnification of the Director, Officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in paragraphs (a) and (b) of this Section. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, (ii) if such a quorum is not obtainable, or,

even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the members entitled to vote, if any.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Club in advance of the final disposition or such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Club as authorized in this Section.

The Indemnification provided by this Section shall not be deemed exclusive or any other rights to which those seeking indemnification may be entitled under any agreement, vote of 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 shall continue as to a person who has ceased to be a Director, Officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators or such a person.

The Club may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of the Club, or who is or was serving at the request of the Club as a Director, Officer, employee or agent of another corporation, 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 the Club would have the power to Indemnify such person against such liability under the provisions in this Section.

If the Club has paid Indemnity or has advanced expenses under this Section to a Director, Officer, employee or agent, the Club shall report the indemnification or advance in writing to the members entitled to vote with or before the notice of the next meeting of such members.