

**CODE OF REGULATIONS AND BYLAWS  
OF  
GRANGE MUTUAL HOLDING COMPANY**

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## ARTICLE ONE

### MEETINGS OF MEMBERS

#### Section 1.01 Annual Meeting.

The annual meeting of the members for the election of directors and for the transaction of such other business as may properly come before the meeting shall be held on the fourth Thursday of February of each year at the Home Office of the Company, 671 South High Street, Columbus, Ohio, 43206, at 10:00 a.m.

#### Section 1.02 Special Meeting.

A special meeting of the members may be called upon the signed written request of:

- (A) the Chief Executive Officer or in the case of his or her absence, death, or disability, the officer authorized to exercise the authority of the Chief Executive Officer;
- (B) the Directors by action at a meeting of the Board of Directors, or a majority of the Directors acting without a meeting; or
- (C) ten percent of the members of the Company entitled to vote thereat.

The call for a special meeting shall specify the time, place, and object thereof. No business other than that specified in the call shall be considered at any special meeting. Upon delivery to the Chief Executive Officer of a request in writing for a special meeting of members by any persons entitled to call such a meeting, it shall be the duty of the Chief Executive Officer to cause to give the notice provided in Section 2.04 of this Article One.

#### Section 1.03 Notice of Annual Meeting.

The time and place of the annual meeting of members shall be printed on each policy issued by the Company. No other notice is required. Such annual meeting may be adjourned to another time or place, and no notice as to such adjourned meeting need be given other than by announcement at the meeting at which such adjournment is taken.

Section 1.04 Notice of Special Meeting.

A notice of a special meeting of the members shall be given by publication in a newspaper published and of general circulation in the county where the Company's Home Office is located, not less than thirty days or more than sixty days prior to the date of the meeting. No business shall be transacted at any such special meeting except that stated in the notice thereof.

Section 1.05 Business at Meetings.

No business may be conducted at any annual or special meeting of the members other than business that is either (a) specified in any notice of the meeting given by the Secretary or the Board of Directors, (b) otherwise properly brought before the meeting by or at the direction of the Board of Directors or the Chairperson of the Board, or (c) otherwise properly brought before the meeting, in conformity with the provisions of this Article One. The presiding officer of the meeting shall not be required to accept more than one item of business brought by or on behalf of any individual member.

The submission by a member of business to be brought before an annual meeting of members shall have been made in proper written form, signed by not less than twenty-five percent of the members of the Company and filed with the Chairperson of the Board and the Secretary of the Company at least seventy-five days (75) and no more than ninety days (90) before the date of the annual meeting. For this purpose "filed" shall mean received by five p.m. Eastern Time.

To be in proper written form, a member's notice to the Secretary of the Company regarding business to be brought before an annual or special meeting of members must set forth (i) the name and record address of the member submitting the notice, as well as all other members signing the notice, (ii) a representation that the member submitting the notice intends to appear in person or by proxy at the meeting to introduce the item of business specified in the notice, (iii) a description

of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest, if any, of the member submitting the notice and/or other members signing the notice in such business, and (iv) a description of all agreements, arrangements and understandings, if any, between the member submitting the notice and/or any member signing the notice and any other person or persons (including their names) in connection with the proposal of such business by such member. The Chairperson of the Board or a majority of the directors then in office shall have the power and duty to determine whether the member's notice was in proper form and made in accordance with the procedures set forth in this section.

In no event shall any business be conducted at any annual or special meeting of the members that involves a proposal (i) that is an improper subject for action by members of a mutual insurance company under Ohio law or regulations, (ii) which, if implemented, would cause the Company to be in violation of any state, federal or foreign law or regulation applicable to the Company, (iii) relating to the redress of a personal claim or grievance against the Company or any other person, or which is designed to result in a benefit to an individual member, or to further a personal interest, which is not shared by the other members at large, (iv) that relates to operations of the Company which account for less than five percent of the Company's total admitted assets at the end of its most recent fiscal year, (v) which the Company would lack the power or authority to implement, (vi) dealing with a matter relating to the Company's ordinary business operations, (vii) relating to the election of a person to any committee or internal administrative body of the Company, or to the Board of Directors other than in accordance with the nomination procedures prescribed under Article Two, Section 2.03 of the Code, (viii) which has already been substantially implemented by the Company, or (ix) which is otherwise properly excludable.

Except as authorized by the Board of Directors, in no event shall any member be permitted to bring any item of business to be conducted at any annual or special meeting of the members that (i) is substantially similar to business brought by or on behalf of a member at a meeting held during the previous three years, and (ii) failed to be approved by at least ten percent (10%) of the member votes cast thereon, in person or by proxy, at such prior meeting. In no event shall the restrictions in the preceding sentence apply to nominations made in accordance with the procedures in Article Two, Section 2.03 of the Code or to matters brought by or on behalf of the Company.

The Company shall have no obligation to include information concerning any business proposed by a member, including but not limited to the election of directors, in any proxy solicitation materials or statements made by the Company to members, in the absence of Board of Directors' approval.

Section 1.06 Quorum.

The members present in person or by proxy and entitled to attend and vote at any meeting of the members shall constitute a quorum for the transaction of business at that meeting. The affirmative vote of a majority of the members present and voting at a meeting at which a quorum is present shall be necessary for the authorization or taking of any action voted upon by the members except as otherwise provided in the Articles, the Code or by law.

Section 1.07 Proxies.

Any member entitled to vote at a meeting of members may be represented and vote thereat by proxy appointed by such member; provided the appointment is filed and submitted to the Secretary of the Company not less than ten days prior to the date of the meeting at which proxies are to be voted. A member may appoint the proxy by an instrument in writing signed by such member (a photographic, facsimile transmission or equivalent reproduction of the writing that is signed by the member is a sufficient writing appointing the proxy) or by any other transmission transmitted by the member that creates a record capable of authentication, including but not limited to, electronic mail or an electronic, telephonic or other transmission. Any Officer, Director, or member eligible to vote at any such meeting may vote proxies for any member or members if so authorized in accordance with this section.

The Board of Directors may designate three directors to serve as proxies and has the exclusive right to substitute and re-substitute these proxies for members provided that such proxies are appointed in accordance with this section.

Proxies and related materials solicited on behalf of the Company or the Board of Directors may be sent by publishing the form of proxy and any such related materials on Company's Internet webpage, and any such published form of proxy may be completed by an member entitled to exercise such proxy, if a notice of webpage availability of the form of proxy or related materials is sent to members by mail, overnight delivery service, or any other means of communication authorized by such members to whom the notice is given at least forty (40) days before the scheduled meeting date. The notice of webpage availability must include the date, time, and location of the member's meeting; the availability of the form of proxy and related materials at a specified website; a toll free phone number, e-mail address or a website that members may use to

request copies of the proxy or related materials. If a member requests a copy of the form of proxy or related materials, then the Company shall send the requested form and materials, by regular U.S. mail or electronic mail as requested, within three (3) business days after receiving the request. Any member may also make permanent elections to receive all forms of proxy and related materials solicited on behalf of the Company or Board of Directors in either paper or e-mail format for all future proxy solicitations by the Company. The above provisions do not apply to proxies or solicitations submitted on behalf of members.

Section 1.08 Inspectors of Election.

The Chairperson of the Board, or in the absence of that office, the Chief Executive Officer, prior to any meeting of members may appoint three Inspectors of Election, who are not required to be members, to act at such meeting or any adjournments thereof. The Inspectors of Election shall take any necessary and reasonable steps appropriate to conduct a proper election or vote, including such things as determining the authenticity, validity, and effect of proxies, determining the right of any member to vote by proxy or in person in case that right is challenged, receiving, counting and tabulating the votes, ballots, consents, waivers, releases, and proxies upon any matter, determining the results of all challenges and questions, and announcing the results. The decision, act or certificate of a majority of the Inspectors of Election shall be effective in all respects as the decision, act or certificate of all Inspectors of Election. The certificate of the Inspectors of Election for any election or vote shall be prima facie evidence of the facts stated therein and the election or vote as certified by them.

Section 1.09 Safeguarding Personal Information.

Except as required by law or as may be authorized by the Board of Directors or the Chief Executive Officer of the Company, the Company shall not permit access to or furnish copies of



any lists of member or policyholder names, mailing addresses, e-mail addresses or other personal or confidential policyholder or member data in conjunction with any person's activities relating to any annual or special meeting of members. In lieu of providing access to or copies of any such data, the Secretary shall arrange for the mailing to all members of any solicitation material furnished by such member, whom is currently and has been for not less than twenty-four (24) months a member, relating to any such proper purpose to be brought before a meeting in accordance with the provisions of the Code, following receipt of such sums as may be estimated or determined in good faith by the Secretary as payment for all of the Company's expenses, which shall include time spent by employees, in connection with facilitating and securing the mailing of the solicitation material. Such solicitation material shall not include any improper material or material unrelated to such business.

Section 1.10 Order of Business.

The order of business at any meeting of members shall be determined by the officer of the Company acting as Chairperson of such meeting unless otherwise determined by a vote of a majority of the members of the Company present in person or by proxy.

## **ARTICLE TWO**

### **DIRECTORS**

Section 2.01 Authority of Directors.

Except where the law, the Articles or the Code otherwise provide, all authority of the Company shall be vested in and exercised by the Board of Directors.

Section 2.02 Number, Qualification and Nominations.

The Board of Directors shall consist of no fewer than nine (9) nor more than fifteen (15) persons (the "Directors"). All but two (2) of the Directors shall be elected by the policyholders

pursuant to Section 2.03 of this Code (sometimes referred to in this Code as “Outside Directors”). Two of the Directors shall be ex-officio Directors consisting of the offices of the Chief Executive Officer and any other office of the Company as designated by the Directors from time to time (sometimes referred to in this Code as “Ex-Officio Directors”). Of the Ex-Officio Directors, only the Chief Executive Officer shall have a vote at all meetings of the Board of Directors. The Ex-Officio Directors shall receive notice of all meetings of the Board of Directors, shall not be counted for purposes of a quorum under Section 2.08 of this Code, and the signature of the Ex-Officio Directors shall be required on any writing constituting an action without a meeting as set out in Section 2.06 of this Code.

By the last regular meeting of the Board of Directors in each calendar year, the committee of the Board of Directors having responsibility for the nomination of directors shall submit a list of nominees for election to the Board of Directors at the next annual meeting. Such list shall be in writing and shall be filed with the Secretary of the Company. The submission of the list of nominees of such committee shall not prevent the nomination of other candidates by members, but no such other candidate shall be eligible for election to the Board of Directors unless such candidate’s nomination shall have been made in proper written form, signed by not less than twenty percent (20%) of the members of the Company and filed with the Chairperson of the Board and the Secretary of the Company at least seventy-five (75) days and no more than ninety (90) days before the date of the annual meeting. For this purpose “filed” shall mean received by five p.m. Eastern Time. Such written nominations shall be marked by the Secretary with the day and hour of filing in the minute book of the Company

To be in proper written form, a member’s notice to the Secretary of the Company must set forth (a) as to each person whom the member proposes to nominate for election or re-election as a

Director, (i) the name, age, business address and residence address of the nominee, (ii) the principal occupation or employment of the nominee, (iii) the written consent of each nominee to serve as a Director of the Company if so elected and (iv) a description of any relationship between the Company and the nominee; and (b) as to the member giving the notice (i) the name and record address of the member submitting the notice, as well as all other members signing the notice, (ii) a representation that the member submitting the notice intends to appear in person or by proxy at the meeting to nominate the person or persons specified in the notice, and (iii) a description of all arrangements or understandings between the member submitting the notice and each proposed nominee and any other person or persons (naming such person or persons) pursuant to which the nomination or nominations are to be made by such member. The Chairperson of the Board or a majority of directors then in office shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in this Section.

No person who is an employee of the Company, or who has attained the age of seventy-two (72) years or more, or who has attained fifteen (15) years of service on the Board of Directors, shall be nominated, elected, or otherwise appointed as an Outside Director; provided, however, that any Outside Director attaining the age of seventy-two (72) or attaining fifteen (15) years of service prior to the end of his or her term shall be permitted to complete the term. This fifteen (15) year term limitation shall apply prospectively to any Outside Director first nominated, elected, or otherwise appointed to the Board of Directors after September 1, 2015.

#### Section 2.03 Term, Classification, and Election.

The Outside Directors shall be elected by the members at the annual meeting, or in a default thereof, at a special meeting called for that purpose and shall be elected by ballot (which shall be completed by the member or such member's proxy) if there are more nominees than the number

of Outside Directors to be elected. No member shall have the right to vote cumulatively. Outside Directors shall be elected by receiving the highest number of votes cast on the ballot. Outside Directors shall be divided into three classes, and each class shall consist, as nearly as possible, of one-third of the number of Outside Directors. At each annual meeting of policy holders, one class of Outside Directors shall be elected so that each Outside Director in the class is elected to serve for a term of three years with the terms of office of all members of any one class of Outside Directors expiring each year; provided, however, that the term of any elected Outside Director who has not served more than one (1) year as a director in the past shall automatically expire at the first succeeding annual meeting of members at which Outside Directors are elected unless such Outside Director is nominated and re-elected at such first succeeding annual meeting to a term commensurate with the term, or remaining unexpired term, of the remaining Outside Directors of the applicable class. Outside Directors shall serve until his or her successor is duly elected and qualified or until his or her earlier resignation, removal from office or death.

Section 2.04 Removal.

No Outside Director may be removed without assigning cause. An Outside Director may be removed with Cause by a vote of seventy-five percent (75%) of the members present in person or by proxy or by a majority vote of the Board. In the case of a removal for Cause, a new Outside Director may be elected at the same meeting for the unexpired term of each Outside Director removed. As used herein, for Cause shall include a (i) conviction, plea of nolo contendere, or any settlement which involves the payment of any fines or penalties for any felony or crime involving moral turpitude or a violation of federal or state securities laws, (ii) the Outside Director's commission of any material act of dishonesty (such as embezzlement) against any company resulting or intended to result in a material personal gain or enrichment of such Outside Director

at the expense of such company and which act, if made the subject of criminal charges, would be reasonably likely to be charged as a felony, (iii) refusal to perform the duties required as a Director, (iv) the declaration of unsound mind by an order of the court, or (v) adjudication as a bankrupt. Failure to elect an Outside Director removed shall be deemed to create a vacancy on the Board of Directors. The Directors entitled to vote may remove any Outside Director and thereby create a vacancy on the Board if by order of Court he or she has been found to be of unsound mind or if an Outside Director has been removed for Cause.

Section 2.05 Vacancies.

The office of an Outside Director shall become vacant if he or she dies, resigns or is removed from office pursuant to the terms of the Code, and the resignation shall take effect immediately or at such other time as the Director may specify. Failure to elect an Outside Director at a meeting of members shall be deemed to create a vacancy on the Board of Directors. Any vacancy in an Outside Directors seat may be filled for the unexpired term by a majority vote of the remaining Directors entitled to a vote.

Section 2.06 Calling Meetings.

Immediately after the adjournment of the regular annual meeting of the members of the Company, at which time the Board of Directors is elected, a meeting of the Board of Directors shall be held without notice. The meeting will be held at the Home Office of the Company, or at such other places as the Directors determine, for the purpose of organization, the election of Officers, and the transaction of any other business which shall come before the Board of Directors.

The regular meetings of the Board of Directors shall be held not less than four times per year, including the meeting immediately following the annual meeting of members of the

Company, at the Home Office of the Company or such other place as the Directors by resolution determine.

Special meetings of the Board of Directors may be called either by the Chairperson of the Board, the Chief Executive Officer, or by twenty-five percent of the Directors. If such special meeting is called by the Chairperson of the Board or the Chief Executive Officer, the notice thereof shall be given by the Secretary or Assistant Secretary upon written instructions of such Officer. If such special meeting is called by Directors, the notice shall be given by the Secretary or Assistant Secretary upon written instructions from the Directors calling such meeting. All special meetings of the Board of Directors shall be held at the Home Office of the Company unless the place of meeting is otherwise designated in the notice. Any business within the powers of the Board of Directors may be transacted at any meeting whether stated in the notice or not.

Nothing herein shall prevent the Directors from acting without a meeting by a writing signed by all the Directors as provided by law.

Section 2.07 Notice.

Notice of the time and place of each meeting of Directors for which notice is required by law, the Articles or the Code shall be given to each of the Directors by at least one of the following methods:

(A) In a writing mailed not less than seven days before such meeting and addressed to the residence or usual place of business of a Director, as such address appears on the records of the Company;

(B) By telegraph, telecopy, electronic mail transmission or a writing sent or delivered to the residence or usual place of business of a Director as the same appears on the records of the Company, not less than three days before the date on which such meeting is to be held; or

(C) Personally or by telephone not later than the day before the date on which such meeting is to be held.

Notice given to a Director by any one of the methods specified in this Code shall be sufficient, and the method of giving notice to all Directors need not be uniform. Notice of any meeting of Directors may be given only by the Chairperson of the Board, the Chief Executive Officer, or the Secretary of the Company. Any such notice need not specify the purpose or purposes of the meetings. Notice of adjournment of a meeting of Directors need not be given if the time and place to which it is adjourned are fixed and announced at such meeting.

**Section 2.08 Quorum; Attendance and Participation at Meetings.**

A majority of the number of Directors then in office shall be necessary to constitute a quorum for a meeting of Directors, except that a majority of the Directors in office, if less than quorum, shall constitute a quorum for filling a vacancy on the Board of Directors. The act of a majority of the Directors present at the meeting in which a quorum is present is the act of the Board of Directors, except as otherwise provided by law, the Articles or the Code. Directors may attend and participate in any meeting of the Board of Directors, or any committee thereof, through any communications equipment that provides a transmission, including but not limited to, by telephone or any electronic means from which it can be determined that the transmission was authorized by, and accurately reflects the intention of, the Director involved, and allows all persons participating in the meeting to contemporaneously communicate with each other.

**Section 2.09 Committees.**

The Board of Directors has the power to create from time to time any committee of the Board to consist of not less than three directors. Members of a committee shall be appointed by the Chairperson of the Board of Directors after consultation with the Governance Committee and

approval by the Board of the Directors. The Board of Directors may authorize the delegation to any such committee of any of the authority of the Board of Directors, however conferred. Each such committee shall serve at the pleasure of the Board of Directors, shall act only in the intervals between meetings of the Directors and shall be subject to the control and direction of the Directors. An act or authorization of an act by such a committee within the authority delegated to it shall be as effective for all purposes as the act or authority of the Board of Directors.

Section 2.10 Executive Committee.

There shall be an Executive Committee of the Board of Directors. The Executive Committee shall consist of the Chairperson of the Board, the Chief Executive Officer, and four other members who shall be Outside Directors. The Chairperson of the Board, after consultation with the Governance Committee and approval by the Board of Directors, shall appoint the four Outside Director members each year.

The Executive Committee shall act for and on behalf of the Board of Directors in the interval between meetings of the Board and shall be subject all times to the control and direction of the Board.

The Executive Committee may act by a majority of its members at any meeting thereof, or by a writing signed by all of its members. If a person serves as both Chairperson of the Board and Chief Executive Officer, the person shall have only one vote on the Executive Committee. Any act or authorization of an act by the Executive Committee within the scope of the authority delegated to it shall be effective in all purposes as the act or authorization of the Board of Directors.

Section 2.11 Compensation.



The members of the Board of Directors shall be reimbursed for their actual expenses in attending meetings or other expenses as may be incurred while on corporate business at the direction of the Chairperson of the Board or the Chief Executive Officer. The Board of Directors shall also receive other reasonable compensation as may be voted by the Board of Directors.

### **ARTICLE THREE**

#### **OFFICERS AND DUTIES**

##### **Section 3.01 Officers.**

The Officers of the Company shall be a Chief Executive Officer, President, Secretary, Treasurer, and a Chairperson of the Board of Directors, one or more Vice Presidents, and such other Officers as the Directors may elect, which Officers shall be deemed to be the Corporate Officers. The Corporate Officers of the Company shall be paid such compensation as the Board of Directors may determine. Any two offices, except President and Vice President and Secretary, may be combined and held by the same person. Other offices may be created and filled by the Chief Executive Officer subject to the approval of the Board of Directors, and shall be known as Staff Officers.

##### **Section 3.02 Terms of Office.**

Corporate Officers and Staff Officers of the Company shall hold office at the pleasure of the Directors. Any Officer of the Company may be removed without cause by the persons authorized to elect or appoint him or her without prejudice to the contract rights, if any, of such Officer. The persons authorized to elect or appoint Officers may fill any vacancy in any office occurring from whatever reason.

##### **Section 3.03 Duties of Chairperson of the Board.**

The Chairperson of the Board of Directors shall preside at all meetings of the members and the Board of Directors, and shall have such other powers and duties as may be prescribed by the

Board of Directors. In the case of the absence or inability of the Chairperson of the Board to act, it shall be the duty of the outside Director that has served the longest to preside at all meetings of the members and Directors.

Section 3.04 Duties of Chief Executive Officer.

The Board of Directors shall elect the Chief Executive Officer of the Company. The Chief Executive Officer shall exercise the general supervision over the business of the Company and over its subordinate Officers, subject, however, to the control and direction of the Board of Directors. The Chief Executive Officer may appoint ad hoc committees which may consist of Directors to serve at his or her pleasure and which committees shall not be deemed committees of the Board of Directors.

Section 3.05 Duties of President.

The President shall have the authority to perform all the duties usually incident to the President's office, or which may be required by the Board of Directors.

Section 3.06 Duties of Vice President.

It shall be the duty of the Vice President to perform all the duties and have such powers as may be assigned by the Chief Executive Officer and such other duties as may be assigned by the Board of Directors.

Section 3.07 Duties of Secretary.

It shall be the duty of the Secretary, or of an Assistant Secretary, if any, in case of the absence or inability to act of the Secretary, to keep an accurate record of the acts and proceedings of the members and Directors; give all notices required by law and by the acts of the members and Directors and in general to perform all duties usually pertaining to the office or prescribed by the Directors.

Section 3.08 Duties of Treasurer.

The Treasurer, or the Assistant Treasurer, if any, in case of the absence or inability to act of the Treasurer, shall receive and safely keep all money and securities belonging to the Company; shall keep accurate account of the finances of the Company, in books specifically to be provided him or her for that purpose, and hold the same open for inspection and examination of the Directors and any Committee or members appointed for such inspection, and shall present abstracts of the same at annual meetings of members, or at any other meetings when requested; and on the expiration of his or her term shall deliver all money and other property of the Company in his or her hands to his or her successor or to the Chief Executive Officer.

Section 3.09 Other Elected Officers.

All other elected Officers of the Company shall perform such duties and have such powers as the Board of Directors may from time to time assign to them.

Section 3.10 Bond.

Any Officer or employee may be required by the Board of Directors to give bond, and in such case, shall give bond at the expense of the Company in such amount and on such terms and with such sureties as the Board of Directors may determine. The Board of Directors may delegate authority to approve bonds to any Officer or Committee.

## ARTICLE FOUR

### INDEMNIFICATION AND INSURANCE

#### Section 4.01 Mandatory Indemnification.

The Company shall indemnify any Officer or Director of the Company 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 (including, without limitation, any action threatened or instituted by or in the right of the Company), by reason of the fact that he or she is or was a Director, Officer, employee, or agent of the Company, or is or was serving at the request of the Company as a Director, trustee, Officer, employee, or agent of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust, or other enterprise, against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees, and transcript costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she 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 Company, and with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. A person claiming indemnification under this Section 4.01 shall be presumed, in respect of any act or omission giving rise to such claim for indemnification, to have 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 Company, and with respect to any criminal matter, to have had no reasonable cause to believe his or her conduct was unlawful, and the termination of any action, suit, or proceeding by judgment, order, settlement, or conviction, or upon a plead of nolo contendere or its equivalent, shall not, of itself, rebut such presumption.

#### Section 4.02 Court-Approved Indemnification.

Anything contained in this Code or elsewhere to the contrary notwithstanding:

(A) the Company shall not indemnify any Officer or Director of the Company who was a party to any completed action or suit instituted by or in the right of the Company to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, trustee, officer, employee, or agent of another corporation (domestic or foreign, nonprofit or for profit), partnership, joint venture, trust or other enterprise, in respect of any claim, issue, or matter asserted in such action or suit as to which he or she shall have been adjudged to be liable for gross negligence or misconduct (other than negligence) in the performance of his or her duty to the Company unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite such adjudication of liability, and in view of all the circumstances of the case, he or she is fairly and reasonably entitled to such indemnity as such Court of Common Pleas or such other court shall deem proper; and

(B) the Company shall promptly make any such unpaid indemnification as is determined by a court to be proper as contemplated by this Section 4.02.

Section 4.03 Indemnification for Expenses.

Anything contained in this Code or elsewhere to the contrary notwithstanding, to the extent that an Officer or Director of the Company has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 4.01, or in defense of any claim, issue or matter therein, he or she shall be promptly indemnified by the Company against expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees, and transcript costs) actually and reasonably incurred by him or her in connection therewith.

Section 4.04 Determination Required.

Any indemnification required under Section 4.01 and not precluded under Section 4.02 shall be made by the Company only upon a determination that such indemnification of the Officer or Director is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 4.01. Such determination may be made only:

(A) by a majority vote of a quorum consisting of Directors of the Company who were not and are not parties to, or threatened with, any such action, suit or proceeding;

(B) if such a quorum is not obtainable or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Company, or any person to be indemnified, within the past five years;

(C) by the members: or

(D) by the Court of Common Pleas of Franklin County, Ohio or (if the Company is a party thereto) the court in which such action, suit or proceeding was brought, if any; any such determination may be made by a court under division (D) of this Section 4.04 at any time (including, without limitation, any time before, during, or after the time when any such determination may be requested of, be under consideration by or has been denied or disregarded by the disinterested Directors under division (A) or by independent legal counsel under division (B) or by the members under division (C) of this Section 4.04); and no failure for any reason to make any such determination, and no decision for any reason to deny any such determination, by the disinterested directors under division (A) or by independent legal counsel under division (B) or by members under division (C) of this Section 4.04 shall be evidence in rebuttal of the presumption recited in Section 4.01. Any determination made by the disinterested Directors under

division (A) or by independent legal counsel under division (B) of this Section 4.04 to make indemnification in respect of any claim, issue, or matter asserted in an action or suit threatened by brought by or in the right of the Company shall be promptly communicated to the person who threatened or brought such action or suit, and within ten days after receipt of such notification such person shall have the right to petition the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought, if any, to review the reasonableness of such determination.

Section 4.05 Advances for Expenses.

Expenses (including, without limitation, attorneys' fees, filing fees, court reporters' fees, and transcript costs) incurred in defending any action, suit, or proceeding referred to in Section 5.01 shall be paid by the Company in advance of the final disposition of such action, suit, or proceeding to or on behalf of the Officer or Director promptly as such expenses are incurred by him or her, but only if such Officer or Director shall first agree, in writing, to repay all amounts so paid in respect of any claim, issue, or other matter asserted in such action, suit, or proceeding in defense of which he or she shall not have been successful on the merits or otherwise:

(A) if it shall ultimately be determined as provided in Section 4.04 that he or she is not entitled to be indemnified by the Company as provided under Section 4.01; or

(B) if, in respect of any claim, issue, or other matter asserted by or in the right of the Company in such action or suit, he or she shall have been adjudicated to be liable for gross negligence or misconduct (other than negligence) in the performance of his or her duty to the Company, unless and only to the extent that the Court of Common Pleas of Franklin County, Ohio or the court in which such action or suit was brought shall determine upon application that, despite

such adjudication of liability, and in view of all the circumstances, he or she is fairly and reasonably entitled to all or part of such indemnification.

Section 4.06 Article Four Not Exclusive.

The indemnification provided by this Article Four shall not be exclusive of, and shall be in addition to, any other rights granted to any person seeking indemnification under the Articles, this Code or any 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 shall continue as to a person who has ceased to be an Officer or Director of the Company and shall inure to the benefit of the heirs, executors, and administrators of such a person.

Section 4.07 Insurance.

The Company may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit or self-insurance, on behalf of or for any person who is or was a Director, Officer, employee, or agent of the Company, or is or was serving at the request of the Company as a director, trustee, officer, employee, or agent of another corporation (domestic or foreign, nonprofit or for profit), 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, or arising out of his or her status as such, whether or not the Company would have the obligation or the power to indemnify him or her against such liability under the provisions of this Article Four. Insurance may be purchased from or maintained with a person in whom the corporation has a financial interest.

Section 4.08 Certain Definitions.

For purposes of this Article Four, and as examples and not by way of limitation:



(A) A person claiming indemnification under this Article Four shall be deemed to have been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 4.01, or in defense of any claim, issue, or other matter therein, if such action, suit, or proceeding shall be terminated as to such person, with or without prejudice, without the entry of a judgment or order against him or her, without a conviction of him or her, without the imposition of a fine upon him or her, and without his or her payment or agreement to pay any amount in settlement thereof (whether or not any such termination is based upon a judicial or other determination of the lack of merit of the claims made against him or her or otherwise results in a vindication of him or her); and

(B) References to an “other enterprise” shall include employee benefit plans; references to a “fine” shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to “serving at the request of the Company” shall include any service as a Director, Officer, employee, or agent of the Company 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; and 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 shall be deemed to have acted in a manner “not opposed to the best interests of the Company” within the meaning of that term as used in this Article Four.

Section 4.09 Venue.

Any action, suit, or proceeding to determine a claim for indemnification under this Article Four may be maintained by the person claiming such indemnification, or by the Company, in the Court of Common Pleas of Franklin County, Ohio. The Company and (by claiming such indemnification) each such person consent to the exercise of jurisdiction over its or his or her

person by the Court of Common Pleas of Franklin County, Ohio in any such action, suit, or proceeding.

## **ARTICLE FIVE**

### **ACCESS TO RECORDS**

#### Section 5.01 Request for Inspection.

The Board of Directors may determine from time to time whether, and if allowed, when and under what circumstances and regulations the books and records of the Company shall be open to the inspection of any member, and the members' rights in this respect are and shall be restricted and limited accordingly. Any request by any member for the inspection of records shall be made in writing addressed and delivered to the Chairperson or Secretary and shall include:

(A) An affidavit under oath (i) stating the person, at the date of the request, is currently and has been for not less than twenty-four (24) months a member; (ii) identifying with specificity each book and record requested for inspection and, with respect to each, the purpose for such inspection; (iii) agreeing to maintain the confidentiality and proprietary nature of any confidential or proprietary information learned from the inspection except to the extent disclosure is required; and (iv) affirming that the only use of the information learned from such inspection will be for the interest of the business, management or operations of, or for the member's membership interest in, the Company; and not for commercializing or otherwise profiting from any such learned information; and

(B) If the inspection is to be by an attorney or other agent, a power of attorney, engagement letter or such other writing under oath authorizing the attorney or other agent to so act on behalf of the member.

Section 5.02 Board Determination.

Unless the book or record requested to be inspected is a document that has been made publicly available by the Company or that has been authorized by the Board of Directors to be available for inspection by the members, the request shall be submitted for consideration of the Board of Directors or any authorized committee of the Board of Directors at its next regularly scheduled meeting or, if determined appropriate by the Board of Directors or such committee, in the Board of Director's or such committee's sole discretion, at a special meeting in lieu thereof.

Section 5.03 Inspection of Records.

Any such inspection shall be during reasonable business hours on a business day as may be scheduled by the Secretary or other appropriate officer or agent of the Company under the direction of the Board of the Directors.

(A) No such inspection shall include any right to make any photograph, photocopy, facsimile or other copy of such book or record, except that the person so inspecting may make written notes of such inspection, provided that a copy of such written notes are provided to the Company not later than completion of such inspection or as otherwise directed by the Company's officer or agent scheduling the inspection.

**ARTICLE SIX**

**AMENDMENT**

Section 6.01 Amendment of the Code.

This Code may be amended, changed, or repealed, or new regulations and bylaws may be adopted by the affirmative vote of a majority of the Directors; except that no provision of Article Four hereof and the provision of this Section 6.01 requiring member approval of modifications to Article Four shall be amended, changed or repealed or no new provision thereof shall be adopted

without the affirmative vote of a majority of the members present and voting thereon at an annual or special meeting of members.

## **ARTICLE SEVEN**

### **FISCAL YEAR**

#### Section 7.01 Fiscal Year.

The fiscal year of the Company shall commence on the first day of January of each year and terminate on the thirty-first day of December of each year.

## **ARTICLE EIGHT**

### **MISCELLANEOUS**

#### Section 8.01 Pronouns.

The number and gender of each pronoun used herein shall be construed to mean such number and gender as the context, circumstances, or its antecedent may require.

#### Section 8.02 Authorized Signatures.

All checks of the Company shall be signed by any two of the following: Chairperson of the Board, Chief Executive Officer, Secretary, or Treasurer. Facsimile signature plates may be used to affix these signatures to Company checks.

Approved by the Board of Directors on \_\_\_\_\_