



REVISED BYLAWS June 6, 2018

**As Amended June 2, 2021, June 9, 2022, June 6, 2023
and June 11, 2024**

MICHIGAN GARDEN CLUBS, INC.

Member of

NATIONAL GARDEN CLUBS, INC.

and

CENTRAL REGION GARDEN CLUBS, INC.

Table of Contents

Contents

ARTICLE I: NAME AND PRINCIPAL OFFICE	3
ARTICLE II: MISSION	3
ARTICLE III: PURPOSES OF MGC, INC.	3
ARTICLE IV: NO PRIVATE INUREMENT	3
ARTICLE V: CLASSES OF MEMBERSHIP	4
ARTICLE VI: MEMBERSHIP REQUIREMENT	4
ARTICLE VII: DUES (as amended June 9, 2022)	4
ARTICLE VIII: MEMBERSHIP MEETINGS AND NOTICE.....	5
ARTICLE IX: MEMBER CLUBS VOTING (as amended June 11, 2024)	5
ARTICLE X: MGC, INC., DISTRICTS	6
ARTICLE XI: THE BOARD OF DIRECTORS (as amended June 9, 2022)	6
ARTICLE XII: BOARD OF DIRECTORS MEETINGS AND QUORUM (as amended June 6, 2023)	7
ARTICLE XIII: THE EXECUTIVE COMMITTEE (As Amended June 2, 2021)	7
ARTICLE XIV: OFFICERS	8
ARTICLE XV: TERMS OF OFFICE (as amended June 6, 2023)	9
ARTICLE XVI: DUTIES OF OFFICERS	10
ARTICLE XVII: THE ADVISORY COUNCIL	13
ARTICLE XVIII: COMMITTEES	13
ARTICLE XIX: THE NOMINATING COMMITTEE (as amended June 11, 2024)	14
ARTICLE XX: INDEMNIFICATION	15
ARTICLE XXI: PARLIAMENTARY AUTHORITY	18
ARTICLE XXII: AMENDMENTS	18

ARTICLE I: NAME AND PRINCIPAL OFFICE

1.1 Name. The name of this organization shall be Michigan Garden Clubs, Inc., herein referred to as MGC, Inc.

1.2 Principal office. The Principal office of MGC, Inc., shall be at such place within the State of Michigan determined by the Board of Directors, herein referred to as Board.

ARTICLE II: MISSION

2.1 The mission of MGC, Inc., is to provide leadership in education, resources and networking opportunities for its members to promote love of gardening, floral design, landscape design, civic and environmental responsibility.

ARTICLE III: PURPOSES OF MGC, INC.

3.1 MGC, Inc., is organized and shall be operated for purposes which are educational, charitable or scientific and are permitted to be carried on by a Michigan Nonprofit Corporation and an organization exempt from Federal income taxation pursuant to International Revenue Code of 1984, as amended (the "Code") Section 501(c)(3) and the regulations issued pursuant thereto, as amended. MGC, Inc.'s purposes are:

3.1.1 To create, promote and provide further interest in horticulture, gardening, floral and landscape design, ecology, conservation and appreciation of the natural beauty of the State of Michigan.

3.1.2 To coordinate the interests of the member clubs and to promote the organization of new clubs as members of MGC, Inc.

3.1.3 To do such things and to perform such acts to accomplish its purposes as the Board of MGC, Inc., may determine to be appropriate and as are not forbidden by Section 501(c)(3) of the Internal Revenue Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.

ARTICLE IV: NO PRIVATE INUREMENT

4.1 No member of MGC, Inc., shall have any title to or interest in MGC, Inc.'s property or earnings in any private capacity and no part of the net revenue of MGC, Inc., shall inure to the benefit of or be distributable to any private individual; except, that MGC, Inc., may pay reasonable compensation for goods provided and services rendered.

ARTICLE V: CLASSES OF MEMBERSHIP

5.1 The voting membership shall consist of the member clubs that have met the requirements to be a member of MGC, Inc. Benefits, as determined by the Board, shall be afforded to all member clubs and their members.

5.2 Associate Organization memberships in MGC, Inc., are not available to individuals but are available to noncommercial, nonprofit entities and organizations as nonvoting memberships. Associate Organization memberships may be botanic gardens, art museums, horticultural study and environmentally related groups. Benefits, as determined by the Board, shall be afforded to all member organizations and their members.

ARTICLE VI: MEMBERSHIP REQUIREMENT

6.1 MGC, Inc., membership shall consist of the member clubs and associate organizations that have met the requirements to become a member of MGC, Inc.

6.1.1 Requirements of membership for member clubs include that MGC, Inc., dues are paid for all local club members to entitle the clubs and their members the rights and privileges of MGC, Inc., membership.

6.1.2 Requirements of membership for Associate Organizations include that all MGC, Inc., dues are paid by the Associate Organization to entitle the organizations and their members the rights and privileges of MGC, Inc., membership.

6.1.3 Member Clubs and Associate Organizations shall be eligible for membership in MGC, Inc., provided that membership in the club or organization is without consideration of race, creed, color, sex, age, religion, national origin, affinity orientation, disability or any other factor protected by law.

ARTICLE VII: DUES (as amended June 9, 2022)

7.1 The fiscal year of MGC, Inc., shall be from June 1 through May 31.

7.1.1 All dues are payable to MGC, Inc., on June 1 and delinquent after September 1 of each year.

7.1.2 Member clubs and Associate Organizations failing to remit dues by October 1 shall forfeit membership and all privileges.

7.1.3 After September 1, all new member information should be sent to MGC, Inc., but dues will not be collected for new members at this time.

7.1.4 Dues for new members joining after September 1, shall be paid on June 1 of the following year and are delinquent after September 1 according to Article VII: Dues, 7.1.1.

7.2 Upon recommendation by the Board, the member clubs of MGC, Inc., shall approve any change in dues at the annual meeting.

ARTICLE VIII: MEMBERSHIP MEETINGS AND NOTICE

8.1 Written notice of the time, place, and purposes of the membership meeting shall be given not less than 10 days or more than 60 days before the date of the meeting.

8.1.1 Notice shall be given either personally, by mail, or electronic means to each member club of record entitled to vote at the meeting at the last known address as it appears on the books of MGC, Inc.

8.1.2 Notice may also be given in MGC, Inc.'s newsletter provided it is published at least semi-annually and is mailed to all member clubs entitled to vote at the meeting not less than 10 days or more than 60 days prior to the date of the meeting.

8.1.3 Notice shall be given in the same manner to all non-voting member organizations.

8.2 The Annual Meeting of the member clubs shall take place at the State Conference in June at which the President shall preside.

8.3 If the Annual Meeting is not held on the designated date, the Board shall cause the Annual Meeting to be held as soon after that date as is convenient.

8.4 The purpose of the Annual Meeting is to elect officers in the odd numbered years, make Bylaw changes and conduct the business that comes before the organization.

ARTICLE IX: MEMBER CLUBS VOTING (as amended June 11, 2024)

9.1 Each Member Club in good standing is entitled to one voting delegate at the Annual Meeting. No delegate may represent more than one Member Club except as a proxy.

- 9.2 Each Member Club may assign an alternate delegate. The assigned alternate delegate shall become the Member Club delegate in the event the originally named Member Club delegate is unable to attend the Annual Meeting.
- 9.3 Members of the MGC, Inc. Board of Directors may be their Member Club delegate.
- 9.4 A member club entitled to vote at an Annual Meeting may authorize another member club to act for the member club by proxy.
- 9.5 April 1st is the date for determining Member Clubs entitled to receive notice vote and Member Clubs entitled to vote at a member club receive notice of the annual meeting or an adjournment of that meeting.
- 9.6 The agent having charge of the membership records shall make and certify a complete list of member clubs entitled to vote at a membership meeting. The list of voting clubs shall be available at the membership meeting and subject to inspection by any member during the meeting.
- 9.7 If the withdrawal of Member Clubs leaves less than a quorum before adjournment, the remaining Member Clubs present in person or by proxy at the meeting may continue to do business until adjournment.
- 9.8 Quorum. A quorum shall be a majority of the Member Club delegates registered for and present in person or by proxy for the Annual Meeting.

ARTICLE X: MGC, INC., DISTRICTS

- 10.1 Districts are defined by the Board.
- 10.2 The Board shall draw the District lines according to territorial limits and the number of clubs within each District, to evenly distribute clubs among all Districts as fairly as possible.
- 10.3 One Director for each district shall be elected by the delegates at the Annual Meeting and shall be a member of the Board.
- 10.4 If a Director is not elected for a District or the position becomes vacant, the President may appoint a person to fill the position subject to approval by the Board.

ARTICLE XI: THE BOARD OF DIRECTORS (as amended June 9, 2022)

- 11.1 The Board shall:

11.1.1 Be composed of elected and appointed officers, the Immediate Former President and Chairs of standing committees.

11.1.2 Determine that each member of the Board is an active member of an MGC, Inc, club in good standing.

11.1.3 Manage the business and affairs of MGC, Inc., including the adoption of a budget.

11.1.4 Approve the official logo of Michigan Garden Clubs, Inc. The official logo may be used for non- commercial purposes by member clubs. Approval of the Board is required before any commercial use of the official logo.

11.2 The Board shall not have the power to amend the Articles of Incorporation, or the Bylaws of MGC, Inc.

ARTICLE XII: BOARD OF DIRECTORS MEETINGS AND QUORUM (as amended June 6, 2023)

12.1 The Board shall meet at the direction of the President and at the annual conference.

12.2 Quorum. The Board quorum shall be a majority of the Board membership then in office. A quorum shall be present during the entire meeting.

12.3 Action by Written Consent. Action required or permitted to be taken under authorization voted at a board meeting may be taken without a meeting if, before or after the action, all members of the board, then in office, sign a written consent to the action and mail or electronically send the signed consent to MGC, Inc. The consents must be filed with the minutes of the board or committee. The consent has the same effect as a vote of the Board for all purposes.

ARTICLE XIII: THE EXECUTIVE COMMITTEE (As Amended June 2, 2021)

13.1 The Executive Committee shall be composed of President, First, Second, Third, and Fourth Vice Presidents; Recording Secretary, Treasurer, and District Directors.

13.1.1 Ex Officio members of the Committee shall be Finance Chair, Parliamentarian, Corresponding Secretary, Technology Chair, Awards Chair, and Advisory Committee Chair.

(Article XIII was amended June 2, 2021 to correct the status of members of the Executive Committee identifying the elected members and the Ex Officio members.)

13.2 The Executive Committee shall meet at the direction of the President.

13.3 The quorum of the Executive Committee shall be a majority of the members of the Committee.

13.4 The Executive Committee shall have the authority to take any action necessary to manage the business and affairs of MGC, Inc., requiring immediate attention between Board meetings, except as enumerated in paragraph 13.6.

13.5 Executive Committee members present at a meeting and not disqualified from voting may, in the absence or disqualification of a member of the executive committee, whether or not they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of the absent or disqualified member.

13.6 The Executive Committee shall not have the power or authority to do any of the following: (a) Amend the Articles of Incorporation; (b) Adopt an agreement of merger or conversion; (c) Recommend to members the sale, lease, or exchange of all or substantially all of the corporation's property and assets; (d) Recommend to members a dissolution of the corporation or a revocation of a dissolution; (e) Amend the Bylaws of the corporation; (f) Fill vacancies in the Board; (g) Fix compensation of the directors for serving on the Board or on a committee; (h) Terminate memberships or i) Hire professional advisors for MGC, Inc., beyond the amount approved in the budget.

13.7 Action by Written Consent. Action required or permitted to be taken under authorization voted at an Executive Committee meeting may be taken without a meeting if, before or after the action, all members of the Executive Committee, then in office, sign a written consent to the action and mail or electronically send the signed consent to MGC, Inc. The consents must be filed with the minutes of the Executive Committee. The consent has the same effect as a vote of the Executive Committee for all purposes.

ARTICLE XIV: OFFICERS

14.1 The elected officers shall be elected by the membership at the Annual Meeting in odd number years.

14.1.1 The elected officers shall be President, First Vice President/President Elect, Second, Third and Fourth Vice Presidents, Recording Secretary, Treasurer, and District Directors.

14.2 Officers Appointed by the President and Approved by the Board shall be the Finance Chair, Parliamentarian and Corresponding Secretary.

14.3 The First Vice President shall assume the title and duties of President-Elect on June 1 in the even- numbered years.

ARTICLE XV: TERMS OF OFFICE (as amended June 6, 2023)

15.1 A proposed slate of officers shall be presented by the Nominating Committee at the Annual Meeting in the odd numbered years.

15.2 Elected Officers.

15.2.1 Elected Officers shall serve for a term of two (2) years, or until their successors are elected.

15.2.2 The President and First Vice-President/President Elect shall serve no more than one term in the same office.

15.2.3 The Recording Secretary, Treasurer, District Directors, Second, Third and Fourth Vice Presidents shall serve no more than three (3) consecutive terms.

15.2.4 The newly elected officers shall assume their duties at the close of the Annual Meeting in the odd numbered year.

15.3 Appointed Officers.

15.3.1 The Finance Chair, the Corresponding Secretary and Parliamentarian shall be appointed by the President and approved by the Board at the first Board meeting following the Annual Meeting. All shall serve no more than three (3) consecutive terms.

15.4 No person shall hold more than one elected office at a time.

15.5 If an office is vacant, the President may appoint a person to fill the position subject to the Board's approval.

ARTICLE XVI: DUTIES OF OFFICERS

16.1 The President shall be the chief executive officer of MGC, Inc., and shall have the general control and management of the business and affairs of MGC, Inc. The President's duties shall include:

16.1.1 The power to appoint or discharge employees, agents or independent contractors, to determine their duties, and to fix compensation.

16.1.2 The authority to sign all corporate documents and agreements on behalf of MGC, Inc., unless the President or the Board instructs that the signing be done with or by some other officer, agent or employee.

16.1.3 The authority to see that all actions taken by the Board are executed and shall perform all other duties incident to the office.

16.1.4 The authority to appoint Committee Chairs for Standing and Special Committees.

16.1.5 Presiding over all meetings of the membership, the Board or the Executive Committee.

16.1.6 All the above is subject to the President's right or the right of the Board to delegate any specific power to any other officer of MGC, Inc.

16.2 The First Vice President/President Elect shall:

16.2.1 Preside in the absence of the President and perform the duties of that office.

16.2.2 Succeed to the office of the President if the President is unable to fulfill duties.

16.2.3 Advise and provide leadership to assist the District Directors in the work of the District Directors.

16.2.4 Shall assume the title and duties of President-Elect on June 1 in the even-numbered years.

16.2.5 As President Elect continue the duties of First Vice President to assist and advise the District Directors.

16.3 The Second Vice President- Civic Affairs shall:

16.3.1 Serve as liaison between the President and Committee Chairs.

16.3.2 Provide leadership to advise and assist the committees assigned to them.

- 16.3.3 Develop plans and budget to support MGC, Inc., statewide initiatives.
- 16.3.4 Provide information to the districts and member clubs on specific civic affairs initiatives.
- 16.4 The Third Vice President - Education and Schools shall:
 - 16.4.1 Serve as a liaison between the President and the schools.
 - 16.4.2 Provide leadership to advise and assist the schools.
 - 16.4.3 Coordinate information from and changes made at the national level to the schools.
 - 16.4.4 Develop plans and budget to support the offering of National Garden Club, Inc., school courses including tri-refreshers and symposiums to rotate schools through all of the districts.
- 16.5 The Fourth Vice President - Gardening and Conservation shall:
 - 16.5.1 Serve as a liaison between the President and Committee Chairs.
 - 16.5.2 Provide leadership to advise and assist the committees assigned to them.
 - 16.5.3 Develop plans and budget to support MGC, Inc., statewide initiatives.
 - 16.5.4 Provide information to the districts and member clubs on specific Gardening and Conservation initiatives.
- 16.6 The Recording Secretary shall:
 - 16.6.1 Keep a permanent record of all Executive, Board of Director and Annual Member Club meetings.
 - 16.6.2 Distribute meeting minutes in a timely manner.
 - 16.6.3 Serve as a liaison between the President and assigned Committee Chairs.
 - 16.6.4 Provide leadership to advise and assist the committees assigned to them.
 - 16.6.5 Develop plans and budget to support ongoing improvement of statewide communications to member clubs and other members of MGC, Inc.
- 16.7 The Treasurer shall:

16.7.1 Oversee all the financial business and transactions of MGC, Inc., and have charge of the corporate funds and securities;

16.7.2 Oversee the required corporate filings.

16.7.3 Present quarterly reports to the Board and an annual financial report to the membership at the Annual meeting.

16.7.4 Perform all duties incident to the office and those assigned by the President or Board.

16.7.5 Be a member of the Scholarship Committee and Finance Committee.

16.7.6 Interface with Financial Professionals such as a CPA Firm, Auditors, Financial Institutions and Investment firms.

16.7.7 Work with Finance Chair to develop, recommend and implement financial policies and procedures.

16.7.8 Prepare draft budget for Finance Committee review.

16.8 The District Directors shall:

16.8.1 Serve as liaison between MGC, Inc., and the clubs located in their geographical District determined by the Board.

16.8.2 Promote the organization of new clubs and encourage existing clubs to join MGC, Inc.

16.8.3 Arrange an Annual meeting within the District at which the District Director shall preside

16.8.4 Appoint a District Treasurer who shall complete all the financial reports and maintain all district records required by MGC, Inc., and work together with the District Director and Host clubs to manage the funds of their District.

16.8.5 Be responsible for following all MGC, Inc., fiscal procedures.

16.8.6 Be responsible for authorizing all District related contracts.

16.8.7 District Directors may also appoint others to assist with the activities of the District.

16.9 The Corresponding Secretary shall

16.9.1 Conduct all correspondence of MGC, Inc., as directed by the President or Board.

- 16.10 The Finance Chair shall
 - 16.10.1 Chair the Finance Committee;
 - 16.10.2 Work with the Finance Committee to advise the Board and resolve financial issues to assure long term financial viability of MGC., Inc.
 - 16.10.3 Shall advise on all matters to ensure compliance with sound fiscal management practices.

- 16.11 The Parliamentarian shall
 - 16.11.1 Provide guidance to the President on the use of Robert’s Rules of Order during meetings;
 - 16.11.2 Upon request, provide interpretation of the MGC, Inc., Bylaws to the President.

ARTICLE XVII: THE ADVISORY COUNCIL

- 17.1 The Advisory Council shall:
 - 17.1.1 Consist of the former Presidents of MGC, Inc. The immediate former President shall serve as Chair.
 - 17.1.2 The Advisory Council shall meet at the discretion of the President or when deemed appropriate by a quorum of the Advisory Council to give opinions on matters of policy.
- 17.2 A quorum of the Advisory Council shall be one third of the established active members.

ARTICLE XVIII: COMMITTEES

- 18.1 Committee Chairs shall:
 - 18.1.1 Perform such duties as are indicated by the committee name and outlined in the committee’s job description and report as required by the individual job description.
 - 18.1.2 Committee chairs shall serve the same term as the President and may be reappointed for two additional terms.
- 18.2 The Finance Committee and the Scholarship Committee shall be a Standing Committee of MGC, Inc.

18.3 The Finance Committee shall be composed of the President, First Vice President, Treasurer, Third Vice President, the Finance Chair, the State Conference Treasurer and additional members appointed by the Finance Chair and approved by the President.

18.3.1 The Finance Committee shall prepare and recommend the annual budget to the Executive Committee and the Board prior to the Annual Meeting. The Board will approve the budget.

18.4 The Scholarship Committee shall be composed of the Treasurer and Chair of the Scholarship Committee. The President shall appoint the Scholarship Chair.

18.4.1 The Scholarship Committee shall administer the Scholarship Fund, keep records of all activities and promote contributions to the Fund.

18.5 Other Standing or Special committees may be established by the President, subject to approval by the Board. Chairs of the committees shall be members of the Board. The President shall be ex officio a member of all committees except the Nominating Committee.

ARTICLE XIX: THE NOMINATING COMMITTEE (as amended June 11, 2024)

19.1 The Nominating Committee shall be composed of:

19.1.1 A chair who is the MGC, Inc., immediate Former President, or if unable to serve, a chair appointed by the President and approved by the Board.

19.1.2 Two representatives from each District appointed by the District Director.

19.1.3 Representatives shall be those who are an active member of an MGC, Inc., garden club in the district they represent. Service on the State Board of Directors or experience as a Club President or Club Officer is preferred. Representatives must commit to attending meetings of the committee.

19.2 The Nominating Committee meetings shall be attended by Nominating Committee members only and the slate of officers will be presented to the Board no later than the November Board meeting in the even number year.

19.3 The Nominating Committee shall submit the slate of officers for election to the delegates at the opening Session of the Annual Meeting in the odd number year.

ARTICLE XX: INDEMNIFICATION

20.1 Non-derivative Actions. Subject to all of the other provisions of this Article, MGC, Inc., 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 concerning MGC, Inc., including, without limitation, any civil, criminal, administrative, or investigative proceeding, whether formal or informal (other than an action by or in the right of). Such indemnification shall apply only to a person who was or is a Director or officer of MGC, Inc., or who was or is serving at the request of MGC, Inc., as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not for profit. The person may be indemnified and held harmless against expenses (including attorney fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of MGC, Inc, provided that with respect to any criminal action or proceeding, the person must have 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 on a plea of nolo contendere or its equivalent, shall not by itself create a presumption that: (a) the person did not act in good faith and in a manner that the person reasonably believed to be in or not opposed to the best interests of MGC, Inc., or (b) with respect to any criminal action or proceeding, the person had reasonable cause to believe that his or her conduct was unlawful.

20.2 Derivative Actions. Subject to all of the provisions of this Article, MGC, Inc., may indemnify any person who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of MGC, Inc., to procure a judgment in its favor because: (a) the person was or is a Director or officer of MGC, Inc., or (b) the person was or is serving at the request of MGC, Inc., as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether or not for profit. The person may be indemnified and held harmless against expenses (including actual and reasonable attorney fees) and amounts paid in settlement incurred by the person in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of MGC, Inc. However, indemnification shall not be made for any claim, issue, or matter in which such person has been found liable to MGC, Inc., unless and only to the extent that the court, in which such action or suit was brought, has determined on application that, despite the adjudication of liability but in view of all

circumstances of the case, such person is fairly and reasonably entitled to indemnification for the expenses which the court considers proper.

20.3 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 20.1 or 20.2 of this Article, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person may be indemnified against expenses (including actual and reasonable attorney fees) incurred in connection with the action and in any proceeding brought to enforce the indemnification provided by this Article.

20.4 Contract Right; Limitation on Indemnity. The right to indemnification conferred in this Article shall be a contract right and shall apply to services of a Director or officer as an employee or agent of MGC, Inc., as well as in such person's capacity as a Director or officer. Except as provided in this Article, MGC, Inc., shall have no obligations under this Article to indemnify any person in connection with any proceeding, or part thereof, initiated by such person without authorization by MGC, Inc.

20.5 Determination That Indemnification Is Proper. Any indemnification under Sections 20.1 or 20.2 of this Article (unless ordered by a court) may be made by MGC, Inc., only as authorized in the specific case. MGC, Inc., must determine that indemnification of the person is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 20.1 or 20.2, whichever is applicable. Such determination shall be made in any of the following ways:

- a) By a majority vote of a quorum of the Board consisting of Directors who were not parties to such action, suit, or proceeding, with ratification by the Executive Committee (not including any Director who is a party to such action, suit or proceeding);
- b) If the quorum described in clause (a) above is not obtainable, then by a committee of Directors who are not parties to the action, with ratification by the Executive Committee (not including any Director who is a party to such action, suit or proceeding); provided that such committee of Directors shall consist of not less than two (2) disinterested Directors;
- or c) By independent legal counsel to MGC, Inc., in a written opinion.

20.6 Proportionate Indemnity. If a person is entitled to indemnification under Section 20.1 or 20.2 of this Article for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, MGC, Inc., may indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

20.7 Expense Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding described in Section 20.1 or 20.2 of this Article may be paid by MGC, Inc., in

advance of the final disposition of the action, suit, or proceeding on receipt of an undertaking by or on behalf of the person involved to repay the expenses, if it is ultimately determined that the person is not entitled to be indemnified by MGC, Inc. The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made but need not be secured.

20.8 Non-exclusivity of Rights. The indemnification or advancement of expenses provided under this Article is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under a contractual arrangement with MGC, Inc. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

20.9 Indemnification of Employees and Agents of MGC, Inc. MGC, Inc., may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of MGC, Inc., to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and officers of MGC, Inc.

20.10 Former Directors and Officers. The indemnification provided in this Article continues for a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors, and administrators of that person.

20.11 Insurance. MGC, Inc., shall purchase and maintain insurance on behalf of any person who: (a) was or is a Director, officer, employee, or agent of MGC, Inc., or (b) was or is serving at the request of MGC, Inc., as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise. Such insurance may protect against any liability asserted against the person and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not MGC, Inc., would have power to indemnify against such liability under this Article or the laws of the State of Michigan. If any insurance claim, coverage or payment is affected by this Indemnification, MGC, Inc., shall not indemnify any person to the extent that insurance coverage applies.

20.12 Changes in Michigan Law. If there are any changes in the Michigan statutory provisions applicable to MGC, Inc., and relating to the subject matter of this Article, then the indemnification to which any person shall be entitled shall be determined by such changed provisions, but only to the extent that any such change permits MGC, Inc., to provide broader indemnification rights than such provisions permitted MGC, Inc., to provide before any such change (unless otherwise required under applicable law).

ARTICLE XXI: PARLIAMENTARY AUTHORITY

21.1 Robert's Rules of Order, Newly Revised, current edition, shall be the parliamentary authority for MGC, Inc., except when they are inconsistent with the Articles of Incorporation, Bylaws or Standing Rules.

ARTICLE XXII: AMENDMENTS

22.1 The Bylaws may be amended at any Annual Meeting provided:

22.1.1 The proposed amendment has been presented to the Board in writing.

22.1.2 The Corresponding Secretary has included copies of the proposed amendments with the official notice of meeting.

22.2 A two-thirds vote of delegates present, or by proxy, and eligible to vote, shall amend.

22.3 Amendments shall become effective at the close of the meeting at which they were adopted.