

**BYLAWS of
North Texas Prostate Cancer Coalition**

**A Texas Non-Profit Corporation
Effective December 1, 2009**

TABLE OF CONTENTS

TABLE OF CONTENTS 2

Preamble 4

ARTICLE I – PURPOSES

1.1 General 4

1.2 Powers 4

Article II – Offices

2.1 Principal Office 4

2.2 Other Offices 4

ARTICLE III – Membership

3.1 Members 5

3.2 Membership Meetings 5

3.2 Quorum 5

ARTICLE IV - BOARD OF DIRECTORS

4.1 General Powers and Responsibilities 5

4.2 Number and Qualifications 5

4.3 Board Compensation 5

4.4 Board Elections 5

4.5 Term of Board 6

4.6 Vacancies 6

4.7 Resignation 6

4.8 Removal 6

4.9 Meetings 6

4.10 Minutes 6

4.11 Action by Written Consent 6

4.12 Quorum 7

4.13 Proxy 7

4.14 Board Member Attendance 7

ARTICLE V – OFFICERS

5.1 Officers and Duties 7

5.2 President 7

5.3 Vice-President 8

5.4 Past President 8

5.5 Secretary 8

5.6 Treasurer 8

TABLE OF CONTENTS (Continued)

5.7 Election and Term of Office 8

5.8 Removal 8

ARTICLE VI – COMMITTEES

6.1 Executive Committee 9

6.2 Special Committees 9

6.3 Meetings and Actions of Committees 9

ARTICLE VII – MISCELLANEOUS

7.1 Fiscal Year 9

7.2 Annual Budget 9

7.3 Books and Records 9

7.4 Contracts and Grants 9

7.5 Checks, Drafts, or Orders for Payment 10

7.6 Deposits 10

7.7 Acceptance of Gifts 10

7.8 Contracts Involving Board Members and/or Officers 10

7.9 Investments 11

7.10 Exempt Activities 11

7.11 Captions 11

7.12 Severability of Clauses 11

ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS

8.1 Right to Indemnification 11

8.2 Reimbursement for Out-of-Pocket Expenses 12

8.3 Survivorship of Right to Indemnity 12

8.4 Insurance 12

ARTICLE IX – DISSOLUTION & WINDING UP

9.1 Winding Up 13

9.2 No Rights of Board Member to Assets 13

ARTICLE X - AMENDMENTS TO BYLAWS

10.1 Amendments 13

CERTIFICATE 13

Preamble

These Bylaws are subject to, and governed by, the Texas Non-Profit Corporation Act and the Articles of Incorporation of the North Texas Prostate Cancer Coalition. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the Texas Non-Profit Corporation Act, the Texas Non-Profit Corporation Act will be controlling. In the event of a direct conflict between the provisions of these Bylaws and the Articles of Incorporation of the North Texas Prostate Cancer Coalition, these Bylaws will be controlling.

ARTICLE I - PURPOSES

1.1 General. The purposes for which North Texas Prostate Cancer Coalition is organized are:

1.1.1 North Texas Prostate Cancer Coalition is organized and shall be operated exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") or the corresponding section of any future federal tax code. Specifically, North Texas Prostate Cancer Coalition is formed for the purpose of elevating prostate cancer to major health priority status in the State of Texas, aiming for comfortable survival of prostate cancer survivors.

1.1.2 To engage in any and all lawful activities incidental to the foregoing purposes, except as otherwise restricted herein.

1.2 Powers. North Texas Prostate Cancer Coalition is a non-profit corporation and shall have all of the powers, duties, authorizations, and responsibilities as provided in the Texas Non-Profit Corporation Act; provided, however, North Texas Prostate Cancer Coalition shall neither have nor exercise directly or indirectly in any activity, that would invalidate its status as a corporation that is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code.

ARTICLE II - OFFICES

2.1 Principal Office. The principal office of North Texas Prostate Cancer Coalition shall be located in Tarrant County, Texas.

2.2 Other Offices. North Texas Prostate Cancer Coalition may have such other offices within Texas as the Board of Directors may determine or as the affairs of North Texas Prostate Cancer Coalition may require from time to time.

ARTICLE III – MEMBERSHIP

3.1 Members. The Members of the Corporation shall be such individuals or organizations in such number (if any) as may be approved by the Directors from time to time.

3.2 Meetings. Membership meetings will be chaired by the President and held annually (“Annual Meeting”). Additional membership meetings may be called by the Board of Directors.

3.3 Quorum. The presence of a majority of its members shall constitute a quorum for the transaction of business.

ARTICLE IV - BOARD OF DIRECTORS

4.1 General Powers and Responsibilities. North Texas Prostate Cancer Coalition shall be governed by a Board of Directors (“the Board”), which shall have all of the rights, powers, privileges and limitations of liability of directors of a non-profit corporation organized under the Texas Non-Profit Corporation Act. The Board shall establish policies and directives governing business and programs of North Texas Prostate Cancer Coalition and shall delegate to the Executive Director and North Texas Prostate Cancer Coalition staff, subject to the provisions of these Bylaws, authority and responsibility to see that the policies and directives are appropriately followed.

4.2 Number and Qualifications.

4.2.1 The Board shall have up to 19 but no fewer than 3, members. The number of Board members may be increased beyond 19 members by the affirmative vote of a majority of the then-serving Board of Directors. A Board member need not be a resident of the State of Texas.

4.2.2 In addition to the regular members of the Board, representatives of such other organizations or individuals as the Board may deem advisable to elect shall be Ex-Officio Board Members, but shall not have voting power, shall not count as one of the regular Board members, and shall not be eligible for office.

4.3 Board Compensation. The Board shall receive no compensation other than reasonable expenses. However, provided the compensation structure complies with Sections 6.8 and 6.8.1 of these Bylaws, nothing in these Bylaws shall be construed to preclude any Board Member from serving the organization in any other capacity and receiving compensation for services rendered.

4.4 Board Elections. Directors are elected at the Annual General Meeting by a majority of the general membership present at a meeting of the members at which a quorum is present. A nominating committee, chaired by the Vice-President, shall prepare a slate of

Board Candidates. All nominees must assert that they are willing to serve. The slate shall be presented to the membership, by electronic communication, at least 45 days prior to the start of the annual meeting. Nominations from the floor, during the annual meeting, shall be accepted providing the nominee has indicated he/she is willing to serve. – Directors may also be added by general consent of the membership, up to the maximum number specified in Article 4.2.1, at any time, and will serve until the next Annual General Meeting.

4.5 Term of Board. Each director shall hold office for three years and until his or her successor is elected and qualifies.

4.6 Vacancies. Vacancies on the Board may be filled by a majority vote of the Board at a Board meeting at which a quorum is present. A Board member elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

4.7 Resignation. Each Board member shall have the right to resign at any time upon written notice thereof to the Board Chair, Secretary of the Board, or the Executive Director. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

4.8 Removal. A Board member may be removed, with or without cause, at any duly constituted meeting of the Board, by the affirmative vote of a majority of then-serving Board members.

4.9 Meetings. The Board's regular meetings may be held at such time and place as shall be determined by the Board. The Chair or one half of the Board members may call a special meeting of the Board on three days' notice to each member of the Board. Notice shall be served to each Board member via hand delivery, US mail, e-mail, or fax. The person or persons authorized to call special meetings of the Board may fix any place, so long as it is reasonable, as the place for holding any special meeting of the Board called by them.

4.10 Minutes. At meetings of the Board, business shall be transacted in such order as the Board may determine from time to time. In the event the Secretary is unavailable, the Board Chair shall appoint a person to act as Secretary at each meeting. The Secretary, or the person appointed to act as Secretary, shall prepare minutes of the meetings which shall be delivered to North Texas Prostate Cancer Coalition to be placed in the minute books of North Texas Prostate Cancer Coalition.

4.11 Action by Written Consent. Any action required by law to be taken at a meeting of the Board, or any action that may be taken at a meeting of the Board, may be taken without a meeting if consent in writing setting forth the action so taken shall be signed by all Board members. Such consent shall be placed in the minute book of North Texas Prostate Cancer Coalition and shall have the same force and effect as a unanimous

vote of the Board taken at an actual meeting. The Board members' written consent may be executed in multiple counterparts or copies, each of which shall be deemed an original for all purposes. In addition, facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

4.12 Quorum. At each meeting of the Board or Board Committees, the presence of a majority of its members shall constitute a quorum for the transaction of business. If at any time the Board consists of an even number of members and a vote results in a tie, the vote of the Chair shall be the deciding vote. The act of the majority of the Board members serving on the Board or Board Committees and present at a meeting in which there is a quorum shall be the act of the Board or Board Committees, unless otherwise provided by the Articles of Incorporation, these Bylaws, or a law specifically requiring otherwise. If a quorum is not present at a meeting, the Board members present may adjourn the meeting from time to time without further notice until a quorum shall be present. However, a Board member shall be considered present at any meeting of the Board or Board Committee if during the meeting he or she is in radio or telephone communication with the other Board members participating in the meeting.

4.13 Proxy. A Board member who is unable to attend a meeting of the Board or a Board Committee may vote by written proxy given to any other voting member of the Board or Committee or designated staff member who is in attendance at the meeting in question. However, a vote by proxy will not be counted toward the number of Board members needed to be present to constitute a quorum for the transaction of business. No proxy shall be valid after three months from the date of execution. Each proxy shall be revocable unless expressly stated therein to be irrevocable or unless made irrevocable by law.

4.14 Board Member Attendance. An elected Board member who is absent from three consecutive regular meetings of the Board during a fiscal year is encouraged to reevaluate with the Board Chair his/her commitment to North Texas Prostate Cancer Coalition. The Board may deem a Board member who has missed three consecutive meetings without such a reevaluation with the Chair to have resigned from the Board.

ARTICLE V – OFFICERS

5.1 Officers and Duties. The Board shall elect officers of North Texas Prostate Cancer Coalition which shall include a President, a Vice-President and a Secretary, a Treasurer, and such assistants and other officers as the Board shall from time to time determine. The officers may also include a Past President. One person may hold any two or more offices, except the President.

5.2 President. The President shall preside at meetings and have the power to call meetings. The President shall be responsible for leadership of the Board in discharging its powers and duties and shall, in general, supervise and control all of the business and

affairs of North Texas Prostate Cancer Coalition. The President may sign contracts and other instruments on the organization's behalf.

5.3 Vice-President. The Vice-President shall have all powers and duties of the President during the President's absence, disability, or disqualification, or during any vacancy in the position of the President, and such other powers or duties assigned by the President, the Board, or the Bylaws.

5.4 Past President. The Past President, if any, shall assist in advancing the goals and objectives of North Texas Prostate Cancer Coalition through the application of knowledge gained through past Board experiences. The Past President shall be responsible for specific tasks delegated by the Executive Committee.

5.5 Secretary. The Secretary shall (a) cause the minutes of all Board and Executive Committee meetings and proceedings to be recorded, (b) certify the accuracy of such minutes, (c) cause notice of all meetings to be given, (d) attest the signatures of North Texas Prostate Cancer Coalition's officers and Board members as required, (e) sign correspondence on behalf of the Board, and (f) have all other powers assigned by the Board, the President, or these Bylaws.

5.6 Treasurer. The Treasurer shall have access to records of all receipts, disbursements, assets, and liabilities of the organization and shall report to the Board on the condition of such records and financial condition of North Texas Prostate Cancer Coalition from time to time and at least quarterly. Prior to the beginning of the fiscal year, the Treasurer shall cause a proposed operating and capital expenditure budget to be presented to the Board for approval. The Treasurer shall cause to be prepared and submitted to the Board a financial statement showing North Texas Prostate Cancer Coalition's net worth at the close of the fiscal year. The Treasurer shall cause all employees of the organization responsible for the handling of funds to be adequately bonded and shall report on the fidelity bonds of such employees to the Board annually.

5.7 Election and Term of Office. All officers shall be members of the Board during their terms of office. Officers shall be elected for a one year term at the Annual Meeting. A vacancy occurring in any office due to death, resignation, removal, disqualification, or any other reason may be filled by the Board for the unexpired portion of the term of office left vacant.

5.8 Removal. Any officer or agent (e.g., Executive Director) elected or appointed by the Board may be removed at any time by the affirmative vote of a majority of the Board, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

ARTICLE VI - COMMITTEES

6.1 Executive Committee. The Executive Committee shall be composed of the officers of North Texas Prostate Cancer Coalition. The Board may, by a majority vote of directors, designate three (3) or more additional of its members to constitute an Executive Committee and delegate to such Committee any of its powers and authority of the Board in the management of the business and affairs of the corporation except the approval of any action which, under law or the provisions of these Bylaws, requires the approval of the members or of a majority of all the members.

6.2 Special Committees. The Board may appoint special committees composed of Board members and/or non-Board members for purposes deemed appropriate by the Board (i.e, special events, etc.).

6.3 Meetings and Actions of Committees. Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board of Directors, with such changes in the context of such Bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be fixed by resolution of the Board of Directors or by the committee. The time for special meetings of committees may also be fixed by the Board of Directors. The Board of Directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws.

ARTICLE VII - MISCELLANEOUS

7.1 Fiscal Year. The fiscal year of North Texas Prostate Cancer Coalition shall be from January 1st to December 31st.

7.2 Annual Budget. The Board shall adopt an annual operating budget, which specifies major expenditures by type and amount.

7.3 Books and Records. North Texas Prostate Cancer Coalition shall keep correct and complete books and accounting records and shall also keep minutes of the proceedings of its Board.

7.4 Contracts and Grants. The Board may authorize any officer(s) or agent(s) of North Texas Prostate Cancer Coalition to enter into contracts, leases, and agreements with and accept grants and loans from the United States; its departments and agencies; the State of Texas; its agencies, counties, municipalities, and political subdivisions; and public or private corporations, foundations, and persons; and may generally perform all acts necessary for a full exercise of the powers vested in it. The Executive Director shall

have authority to enter into such contracts and expend such funds on behalf of the organization as the Board may specify.

7.5 Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of North Texas Prostate Cancer Coalition shall be signed by such officer(s) or agent(s) of North Texas Prostate Cancer Coalition and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Executive Director and co-signed by the Treasurer.

7.6 Deposits. All funds of North Texas Prostate Cancer Coalition shall be deposited from time to time to the credit of North Texas Prostate Cancer Coalition in such banks, trust companies, or other depositories as the Board shall select.

7.7 Acceptance of Gifts. The Board may accept on behalf of North Texas Prostate Cancer Coalition any cash contribution, gift, bequest, or devise for the general purposes, or for any special purpose, of North Texas Prostate Cancer Coalition. Prior to acceptance of a significant non-cash contribution, gift, bequest, or devise, the Board shall determine, by resolution thereof, that the acceptance of such non-cash contribution, gift, bequest, or devise by North Texas Prostate Cancer Coalition would be consistent with and further the purposes of North Texas Prostate Cancer Coalition.

7.8 Contracts Involving Board Members and/or Officers. Upon full disclosure of a direct or indirect interest in any contract relating to or incidental to the operations of North Texas Prostate Cancer Coalition, members of the Board and officers of North Texas Prostate Cancer Coalition may be permitted to maintain a direct or indirect interest in any such contract, notwithstanding that at such time they may also be acting as individuals, or trustees of trusts, or beneficiaries of trusts, members or associates, or as agents for other persons or corporations, or may be interested in the same matters as shareholders, trustees, or otherwise; provided, however, that any contract, transaction, or action taken on behalf of North Texas Prostate Cancer Coalition involving a matter in which a trustee or officer is personally interested as a shareholder, trustee, or otherwise shall be at arm's length and not in violation of the proscriptions in the Articles of Incorporation or these Bylaws which prohibit North Texas Prostate Cancer Coalition's use or application of its funds for private benefit; and provided further that no contract, transaction, or act shall be taken on behalf of North Texas Prostate Cancer Coalition if such contract, transaction, or act would result in denial of North Texas Prostate Cancer Coalition's exemption from federal income taxation under the Code and its regulations, as they now exist or as they may hereafter be amended. In no event, however, shall any person or entity dealing with the Board or officers of North Texas Prostate Cancer Coalition be obligated to inquire into the authority of the Board and officers to enter into and consummate any contract, transaction or take other action. Any Board member who would directly or indirectly benefit from a contractual relationship as described above shall not participate in the decision on whether that Board member shall be permitted by the Board to maintain such an interest.

7.9 Investments. North Texas Prostate Cancer Coalition shall have the right to retain all or any part of any property – real, personal, tangible, or intangible – acquired by it in whatever manner and pursuant to the direction and judgment of the Board, to invest and reinvest any funds held by it without being restricted to the class of investments available to trustees by law or any similar restriction.

7.10 Exempt Activities. Notwithstanding any other provision of these Bylaws, no Board member, officer, employee, or representative of North Texas Prostate Cancer Coalition shall take any action or carry on any activity by or on behalf of North Texas Prostate Cancer Coalition which is not permitted to be taken or carried on by an organization exempt from federal income taxation under sections 501(a) and 501(c)(3) of the Code and its regulations as they now exist or as they may hereafter be amended, or by an organization contributions to which are deductible under section 170(a)(1) of the Code and its regulations as they now exist or as they may hereafter be amended, by virtue of being charitable contributions as defined in section 170(c)(2) of the Code and its regulations as they now exist or as they may hereafter be amended.

7.11 Captions. Captions (i.e., article and section headings) are inserted in these Bylaws for convenience only and in no way define, limit, or describe the scope or intent of these Bylaws, or any provision hereof, nor in any way affects the interpretation of these Bylaws.

7.12 Severability of Clauses. If any provision of these Bylaws is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of these Bylaws shall remain operative and binding.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND BOARD MEMBERS

8.1 Right to Indemnification. North Texas Prostate Cancer Coalition shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person is or was a director, officer, or committee member of North Texas Prostate Cancer Coalition or (ii) while a director, officer, or committee member of North Texas Prostate Cancer Coalition, is or was serving at the request of North Texas Prostate Cancer Coalition as a director, officer, committee member, partner, or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Texas Business Organizations Code (“TBOC”) as the same exists or may hereafter be amended. TO THE EXTENT PERMITTED BY THEN-APPLICABLE LAW, THE GRANT OF MANDATORY INDEMNIFICATION TO ANY PERSON PURSUANT TO THIS ARTICLE SHALL EXTEND TO PROCEEDINGS INVOLVING THE NEGLIGENCE OF SUCH PERSONS. Such right shall be a contract right and shall include the right to be paid by North Texas Prostate Cancer Coalition expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the TBOC as the same exists or may hereafter be amended. As used herein, the term “proceeding”

means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

8.2 Reimbursement for Out-of-Pocket Expenses. If a claim for indemnification or advancement of expenses hereunder is not paid in full by North Texas Prostate Cancer Coalition within ninety (90) days after a written claim has been received by North Texas Prostate Cancer Coalition, the claimant may at any time thereafter bring suit against North Texas Prostate Cancer Coalition to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the TBOC, but the burden of proving such defense shall be on North Texas Prostate Cancer Coalition.

Neither the failure of North Texas Prostate Cancer Coalition (including its Board of Directors or any committee thereof, special legal counsel, or members, if any) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by North Texas Prostate Cancer Coalition (including its Board of Directors or any committee thereof, special legal counsel, or members, if any) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible.

8.3 Survivorship of Right to Indemnity. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of his heirs, executors, administrators, and personal representatives.

8.4 Insurance. North Texas Prostate Cancer Coalition may purchase and maintain insurance on behalf of any person who is serving North Texas Prostate Cancer Coalition (or another entity at the request of North Texas Prostate Cancer Coalition) against any liability asserted against him and incurred by him in such a capacity or arising out of his status as such a person, whether or not North Texas Prostate Cancer Coalition would have the power to indemnify him against that liability under these Bylaws or by statute. Notwithstanding the foregoing, no person shall be indemnified pursuant to the provisions of this Article and no insurance may be maintained on behalf of any person if such indemnification or maintenance of insurance would subject North Texas Prostate Cancer Coalition or such person to income or excise tax under the Code, including any tax asserted under Chapter 42 of the Code. North Texas Prostate Cancer Coalition may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The rights conferred above shall not be exclusive of any other right.

ARTICLE IX – DISSOLUTION & WINDING UP

9.1 Winding Up. Upon the necessity for the dissolution and/or winding up of North Texas Prostate Cancer Coalition, the Board shall oversee such process and ensure compliance with all relevant provisions of the Texas Non-Profit Corporation Act and other applicable state and federal statutes.

9.2 No Rights of Board Member to Assets. Upon Dissolution of North Texas Prostate Cancer Coalition, no Board member shall have any rights nor shall receive any assets of the organization. The assets of North Texas Prostate Cancer Coalition are permanently dedicated to a tax-exempt organization for the purposes set forth in the Articles of Incorporation and these Bylaws. In the event of dissolution of North Texas Prostate Cancer Coalition, the assets, after payment of any debts, will be distributed to an organization which itself is tax-exempt under provisions of Section 501(c)(3) of the Internal Revenue Code.

ARTICLE X - AMENDMENTS TO BYLAWS

10.1 These Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by a three-fourths vote of the entire Board at any regular meeting or at any special meeting if at least fourteen days' written notice is given of intention to alter, to amend or repeal, or to adopt new bylaws at such meeting, and a written copy of the proposed changes shall be distributed to each Board member prior to the meeting.

CERTIFICATE

This is to certify that the foregoing is a true and correct copy of the Bylaws of the North Texas Prostate Cancer Coalition and that such Bylaws were duly adopted by the Board of Directors of North Texas Prostate Cancer Coalition on the date set forth below.

Dated: 19 November

Tom Dillon, Secretary