

**AMENDED BYLAWS  
LITERARY GUILD OF ST. SIMONS ISLAND, INC.**

**ARTICLE I - GENERAL PROVISIONS**

Section 1: The name of the organization shall be the **Literary Guild of St. Simons Island, Inc.** The organization was incorporated November 18, 2010 as the St. Simons Library League, Inc. and the name was changed via a Certificate of Amendment to Literary Guild of St. Simons Island, Inc., March 30, 2011. The organization was licensed as a registered charity February 28, 2012.

Section 2: Purposes of The Literary Guild. The purposes for which the Literary Guild is organized are exclusively charitable within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States Internal Revenue law. The Literary Guild is dedicated to enriching the cultural environment of St. Simons Island, Georgia and the surrounding communities by advocating for, and promoting, literary arts that educate, inform, and entertain. The Literary Guild sponsors literary and cultural events, fundraisers, educational workshops, and networking opportunities. The Literary Guild is not limited to the purposes listed herein but may undertake any literacy-associated activities that benefit the community in a charitable fashion. Notwithstanding any other provision of these articles, the Literary Guild shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code or the corresponding provision of any future United States Internal Revenue law.

Section 3: Purposes of Bylaws. These bylaws constitute the code of rules for the regulation and management of LITERARY GUILD OF ST. SIMONS ISLAND, INC., as authorized by its articles of incorporation. As used in these bylaws, this Corporation is referred to as the "Literary Guild," and the Georgia Nonprofit Corporation Code (or a section codified in Chapter 3 of Title 14 of the Official Code of Georgia Annotated) is referred to as the "Code" (or "Code section"). These bylaws are adopted in order to fulfill the objectives of the Literary Guild as stated in the articles of incorporation and Code section 301, and to exercise the powers conferred upon the Literary Guild under Code section 302. The corporation has been approved as a bona fide Charity with the Internal Revenue Service as an IRC Section 501(c)(3) Corporation that can receive tax deductible donations under IRC Section 170(c) (defining charitable contributions) as it may be amended from time to time.

Section 4: Registered Office and Agent. The Board of Directors will designate a registered agent and registered office for service of legal process; these designations are to be filed with the Georgia Secretary of State as required by the Code. The Board of Directors may change these designations at any time. In the event the Board of Directors fails to make a designation, or a registered agent resigns without a new designation of a registered agent and office, then the President of the Literary Guild, and the President's address, are to be filed with the Georgia

Secretary of State as the registered agent and office of the Literary Guild until the Board of Directors makes some other affirmative designation.

Section 5: Procedural Rules at Meetings. It is understood that in the transaction of its business, the meetings of the Literary Guild, as well as meetings of its committees, may be conducted with informality; however, this informality does not apply to procedural requirements required in the articles of incorporation, these bylaws, or the Code. When circumstances warrant, any meeting or a portion of a meeting will be conducted according to generally understood principles of parliamentary procedure as stated in the articles of incorporation, these bylaws, or a recognized procedural reference authority. The procedural reference authority for the Literary Guild is designated as the latest edition of *Robert's Rules of Order, Newly Revised*.

## ARTICLE II – MEMBERSHIP

Section 1: Qualifications. Any individual, association or organization that has paid annual dues to the Literary Guild shall hereinafter be referred to as a Member. Continuing membership in the Literary Guild is contingent upon the Member being up-to-date on the payment of their annual dues.

Section 2: Member Voting Rights. Each Member of the Literary Guild shall have the right to cast one vote in the annual election of Directors, provided that, when electronic voting is used, only one vote per each Member email address is allowed. Members shall not have the right to vote for the election of officers, amendments to bylaws, or amendments to articles of incorporation.

## ARTICLE III – MEETINGS OF MEMBERS

Section 1: Annual Meeting. Annual meetings of the Members shall be held at the discretion of the Board. In the event an annual meeting is not held, the Members will be asked, during the month of December, to vote for Directors for the coming calendar year. Each Member shall be notified by email of the Directors who are proposed by the Nominating Committee, such notice to be sent by not later than December 1 of each calendar year. Members may cast their votes for Directors via email, with only one vote per each Member email address allowed, or by U.S. mail, provided that all votes must be received by not later than December 31. In the event an annual meeting is held, voting for Directors may also take place at such annual meeting.

Section 2: Special Meetings. Special meetings of the Members may be called by the President, by a simple majority of the Directors or by the written request of at least ten percent (10%) of the Members.

## ARTICLE IV - BOARD OF DIRECTORS

Section 1: Board Role, Size, Compensation. The Board is responsible for setting the overall policy and direction for the Literary Guild and delegates responsibility for day-to-day operations to the Officers and Committees. The Board shall consist of not less than eight nor more than twelve members (hereinafter, "Directors"), as determined by the Board from time to time. Directors receive no compensation, other than reimbursement of reasonable expenses.

Section 2: Board Elections, Term. Pursuant to Article III, Section 1 hereof, on an annual basis, Members will be asked to vote for Directors for the upcoming calendar year. As appropriate, the slate of Directors being voted on shall consist of both proposed new Directors and current Directors whose terms are expiring and are eligible for re-election. Each Director shall be elected to an initial two-year term and shall be eligible for re-election for up to three additional two-year terms. No Director may serve for more than four consecutive two-year terms. Up to one-half of the Directors shall be elected each year. Pursuant to Article V, Section 1 hereof, a Nominating Committee of three Directors shall be established by the Board each year. The Nominating Committee shall be responsible for providing the Members with the aforementioned slate of prospective Directors. The nominees shall be community leaders who have the time, energy and passion to devote sufficient personal time to furthering the mission of the Literary Guild. Nominees must be Members in good standing. A simple majority of the Members who cast votes is required to elect a nominee to the Board.

Section 3: Meetings. The Board shall meet at least quarterly, at an agreed upon time and place. A majority of Directors shall constitute a quorum for the transaction of business. All resolutions and decisions made by the Board and all business transacted by the Board shall require the affirmative vote of a majority of those Directors present at the meeting. Results shall be recorded in the minutes.

Section 4: Annual Meeting. The annual meeting of the Board of Directors shall be held in January of each year on such date as may be determined by the Board of Directors, for the purpose of electing Officers and transacting any and all business that may properly come before the meeting. Such annual meeting shall be held at such place, either within or without the State of Georgia, as may be determined by the Board of Directors and as shall be designated in the notice of said meeting. Attendance at such meeting in person or by proxy shall constitute a waiver of notice thereof. As required by the Code, the Literary Guild is to receive reports from the President concerning the activities of the Literary Guild, and from the Treasurer concerning the financial condition of the Literary Guild at its annual meeting each year.

Section 5: Special Meetings; How Called. Special meetings of the Board of Directors may be called for any purpose whatsoever, at any other time by: (1) the President, (2) the Vice President, or (3) any three Directors. The purpose of each special meeting must be stated in the notice.

Section 6: Notice of Meetings. The President or Secretary will give notice of the time, date, and location of each meeting of the Board of Directors to each Director not less than three (3) or greater than sixty (60) days before the scheduled meeting date. Notices shall be sent to the email address of each Director and to any other party required by law. Such notices shall be considered effective upon dispatch. Any notice transmitted by any other means shall be considered effective when it is received. Meeting notices must include a description of any proposal that is required to be approved under the Code, O.C.G.A. §§ 14-3-855, 863, 1003, 1021, 1103, 1202, 1402. Notice of any annual or special meeting may be waived by Directors in writing either before or after the meeting. Attendance in person at any annual or special meeting shall constitute a waiver of notice thereof.

Section 7: Consent in Lieu of Meeting. Any action 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 a consent in writing, setting forth the action so taken, shall be signed by a majority of the Directors or has been confirmed via email received from a majority of the Directors.

Section 8: Location of Meetings. A meeting of the Literary Guild may be held at any place in the United States. Although the designation of a usual meeting date, time or location is reserved to the Literary Guild, the Board of Directors may determine a different location for a particular meeting as circumstances warrant.

Section 9: Officers and Term. There shall be four Officers of the Literary Guild consisting of a President, a Vice-President, a Secretary and a Treasurer. Officers shall be elected by the Board of Directors at the Board's Annual Meeting, after any new Directors are seated. Each officer shall be elected for a term of one year, or such other term as provided by resolution of the Board of Directors. Each officer shall serve for the term of office for which he or she is elected and until his or her successor has been elected or his or her earlier resignation, removal from office or death. Any two offices may be held by the same person, except that the President and Treasurer may not be the same person. Officers' duties are as follows:

President. The President shall convene regularly scheduled Board meetings and shall either preside at each meeting or arrange for another Officer to preside at any meeting which the President is unable to attend.

Vice President. The Vice President shall have such duties as shall be delegated to him or her by the President or the Board.

Secretary. The Secretary shall be responsible for keeping records of Board actions, including sending out meeting notices, keeping minutes of all meetings of the Board,

distributing copies of agendas and minutes to each Director and assuring that all Corporate records are maintained.

Treasurer. The Treasurer shall be charged with the management of the financial affairs of the Literary Guild, including, but not limited to, the preparation of an annual budget and making financial information available to both the Board and to the public. The Treasurer shall make a report at each meeting of the Board.

Section 10: Vacancies. When a vacancy on the Board exists, nominations for new Directors may be submitted to the Secretary at least two weeks in advance of a Board meeting. Such nominations will be provided to Directors with the notice of such Board meeting and shall be voted on at such meeting. All vacancies so filled, will be filled only to the end of the particular Director's term.

Section 11: Resignation, Termination, Absences. Resignations from the Board shall be submitted to the Secretary in writing. Any Director may be removed from the Board for excessive absences if he or she misses three or more Board meetings in one year. Any Director may be removed for any other reason by a three-fourths vote of the other Directors.

Section 12: The Board shall set dues schedules for Members.

## ARTICLE V – COMMITTEES

Section 1: The Board may create standing or temporary committees, as needed. Any such committees shall include at least one Director. The charge of each standing committee shall be defined by the Board and the Board shall designate the chair of each such committee. The charge and chair of each temporary committee will be stated in the Board motion creating such temporary committee. Members of the Literary Guild, not on the Board of Directors, may also serve on committees. The chair of each committee will appoint the remaining members of that committee, unless its full membership is designated at the time such standing or temporary committee is created. These committees may not exercise the authority of the Board of Directors when prohibited by the Code. Each committee will report regularly to the Board of Directors at meetings and make any recommendation to the Board of Directors it determines to be appropriate. The chair and membership of each committee shall serve at the pleasure of the Board of Directors. The Board of Directors may expand the charge of any committee generally or for a specific project when circumstances warrant. One such temporary committee is hereby established by the inclusion of its name and charge in the following paragraph of this section, and adopted in accordance with these bylaws:

Nominating Committee. This temporary Committee shall nominate prospective Directors pursuant to Article IV, Section 2 hereof.

## ARTICLE VI - INDEMNIFICATION

Section 1: Authority to Indemnify. To the fullest extent allowed under the Georgia Nonprofit Corporation Code, the Corporation may indemnify any one of its agents who is a party, or is threatened to be made a party, to any proceedings by reason of the fact that such person is or was an agent of the Literary Guild, against any reasonable expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceedings. For purposes of this Article, "agent," "expenses," and "proceedings" shall have the meanings given such terms as specified in the Georgia Nonprofit Corporation Code.

Section 2: Discretionary Indemnification. Except as subject to Article VI, Section 4, the Literary Guild may indemnify or obligate itself to indemnify an individual made a party to a proceeding because he or she is or was a director, officer, employee or agent of the Literary Guild, or was serving at the request of the Literary Guild as a director, officer or employee or agent of another Literary Guild, partnership, joint venture, trust or other enterprise for reasonable expenses, judgments, fines, penalties and amounts paid in settlement (including attorneys' fees), incurred in connection with the proceeding if the individual acted in a manner he or she believed in good faith to be in or not opposed to the best interests of the Literary Guild and, in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of "nolo contendere" or its equivalent, is not, of itself, determinative that the director, officer, employee or agent did not meet the standard of conduct set forth above. Indemnification permitted under this Section 2 in connection with a proceeding by or in the right of the Literary Guild is limited to reasonable expenses incurred in connection with the proceeding.

Section 3: Approval of Discretionary Indemnification. On written request to the Board, in each specific case by an agent seeking indemnification, to the extent the agent has been successful on the merits in defense of the proceeding, the Board may promptly authorize indemnification by unanimous vote. Otherwise, the Board shall promptly determine, by at least two-thirds (2/3) vote of the Directors who are not parties to the proceeding, whether the agent has met the applicable standard of conduct in the specific case, and if so, may immediately authorize an order of indemnification. The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and may continue as to a person who has ceased to be an agent and may inure to the benefit of heirs, executors, and administrators of such a person.

Section 4: Mandatory Indemnification. To the extent that a director, officer, employee or agent of the Literary Guild has been successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party, or in defense of any claim, issue or matter therein, because he or she is or was a director, officer, employee or agent of the Literary Guild, the Literary Guild shall indemnify the director, employee or agent against some of the reasonable expenses incurred by him or her in connection therewith. Such determination of indemnification amount shall be approved by the Board in accordance with the voting procedure in Article VI, Section 3.

Section 5: Advance for Expenses. The Literary Guild may pay for or reimburse the reasonable expenses incurred by a director, officer, employee or agent of the Literary Guild who is a party to a proceeding in advance of final disposition of the proceeding if (i) he or she furnishes the Literary Guild written affirmation of his or her good faith belief that he or she has met the standard of conduct set forth in Article VI, Section 2; and (ii) he or she furnishes the Literary Guild a written undertaking, executed personally or on his or her behalf, to repay any advances if it is ultimately determined that he or she is not entitled to indemnification; and the Board of Directors has approved such indemnification in accordance with Article VI, Section 3. The undertaking required by this section must be an unlimited general obligation but need not be secured and may be accepted without reference to financial ability to make repayment.

Section 6: Determination of Indemnification. Except as provided in Article VI, Section 4 and except as may be ordered by the court, the Literary Guild may not indemnify a director, officer, employee or agent under Article VI, Section 2 unless authorized thereunder and a determination has been made in the specific case that indemnification of the director, officer, employee or agent is permissible in the circumstances because he or she has met the standard of conduct set forth in Article VI, Section 2. The determination shall be made

6.1 by the Board of Directors by majority vote of a quorum consisting of directors not at the time parties to the proceedings;

6.2 if a quorum cannot be obtained, by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding;

6.3 by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in Sections 2 and 3 of this Article; or if a quorum of the Board of Directors cannot be obtained and a committee cannot be designated or selected by majority vote of the full Board of Directors (in which selection directors who are parties may participate).

Section 7: Authorization of Indemnification. Authorization of indemnification or determination of an obligation to indemnify and evaluation as to the reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under Article VI, Section 6.3 to select counsel.

Section 8: Other Rights. The indemnification and advancement of expenses provided by or granted pursuant to this Article VI shall not be deemed exclusive of any other rights, in respect of indemnification or otherwise, to which those seeking indemnification or advancement of expenses may be entitled under any agreement or contract either specifically or in general terms approved by the affirmative vote of a majority of the Board of Directors taken at a meeting the notice of which specified that such bylaw, resolution or agreement would be placed before the Literary Guild Board

of Directors, both as to action by a director, trustee, officer, employee or agent in his or her official capacity and as to action in another capacity while holding such office or position; except that no such other rights, in respect to indemnification or otherwise, may be provided or granted to a director, trustee, officer, employee or agent pursuant to this Section 8 by the Literary Guild for liability for:

8.1 any appropriation, in violation of his or her duties, of any business opportunity of the Literary Guild;

8.2 acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;

8.3 the types of liability set forth in Section 14-2-832 of the Georgia Business Corporation Code dealing with illegal or unauthorized distribution of corporate assets, whether as dividends or in liquidation of the Corporation or otherwise; or

8.4 any transaction from which the director derived an improper material tangible personal benefit.

Section 9: Insurance. The Literary Guild shall purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the Literary Guild or who, while a director, officer, employee or agent of the Literary Guild, is or was serving at the request of the Literary Guild as a director, officer, partner, trustee, employee or agent of another foreign or domestic Literary Guild, partnership, joint venture, trust, employee benefit plan or other enterprise against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, employee or agent whether or not the Literary Guild would have power to indemnify him or her against the same liability under this Article VI.

Section 10: Continuation of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Article VI shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## **ARTICLE VII - CODE PROVISIONS INCORPORATED**

Section 1: Conflict of Interest. The provisions of Part 6 of Article 8 of the Code, relating to rules governing the procedures to be applied where a Board of Directors member has a conflicting interest in a transaction involving the Literary Guild, is adopted by the Literary Guild by this reference as a bylaw of the Literary Guild. The Board of Directors has adopted the Conflicts of Interest Policy and hereby affirms that Policy.

Section 2: Sales of Assets Outside Regular Course of Business. The provisions of Article 12 of the Code, relating to the sale of all, or substantially all of the assets of the Literary Guild outside



the regular course of business, is adopted by the Literary Guild by this reference, as a bylaw of the Literary Guild.

Section 3: Records to be Kept; Right of Inspection. The provisions of Article 16 of the Code, relating to the records of the Literary Guild are adopted by the Literary Guild by this reference, as a bylaw of the Literary Guild. The Board of Directors or the membership may adopt any needful rules or regulation necessary to implement these provisions.

## ARTICLE VIII - AMENDMENTS

Section 1: Amendments to Articles of Incorporation. Any change in the articles of incorporation of the Literary Guild is not adopted unless the following has occurred:

1.1 Each proposal is submitted to the Board of Directors as to whether the proposal should be adopted, be adopted with amendments, or be rejected, and the Board of Directors' reasons for their recommendation. The Board of Directors may condition its recommendation with any reasonable stipulations the Board of Directors deems appropriate.

1.2 After issuing its proposal, the Board of Directors shall vote on the proposed change to the articles of incorporation and a majority vote shall be required to effectuate such a change.

1.3 The minutes of the meeting shall contain the vote of the Board of Directors and any discussion surrounding the vote.

1.4 Once adopted, no change is effective until it is filed with the Georgia Secretary of State as required by the Code.

Section 2: Amendments to Bylaws. Any change in these bylaws is not adopted unless the following has occurred:

2.1 Each proposal is submitted to the Board of Directors as to whether the proposal should be adopted, be adopted with amendments, or be rejected, and the Board of Directors' reasons for their recommendation. The Board of Directors may condition its recommendation with any reasonable stipulations it deems appropriate.

2.2 After issuing its proposal, the Board of Directors shall vote on the proposed change to these bylaws and a majority vote shall be required to effectuate such a change.

2.3 The minutes of the meeting shall contain the vote of the Board of Directors and any discussion surrounding the vote.

2.4 Once adopted, any change to these bylaws is immediately effective, unless some later date is designated in the proposal.

## ARTICLE IX - DISSOLUTION

Section 1: Dissolution. The Literary Guild may be dissolved and its business and affairs terminated upon a vote of two-thirds (2/3) of the directors in office at the time the dissolution is approved at a meeting of which written notice mailed to each director shall be given at least seven days previously thereto. The notice also must state that the purpose, or one of the purposes, of the meeting is to consider dissolution of the Literary Guild and contain or be accompanied by a copy or summary of the plan of dissolution. After dissolution is approved, Articles of Dissolution shall be filed with the Secretary of State.

Section 2: Distribution of Assets. Upon the dissolution of the Literary Guild's affairs, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Literary Guild, distribute, transfer, convey, deliver and pay over all of the assets of the Literary Guild then remaining in the hands of the Literary Guild to any other organization qualifying under §501(c)(3) of the Internal Revenue Code as an exempt organization, to be used exclusively for religious, charitable, scientific, or educational purposes, as described in the articles of incorporation. In the event that, for any reason, upon dissolution of the Literary Guild the Board of Directors shall fail to act in the manner herein provided within a reasonable period of time, the Senior Judge of the Superior Court of Glynn County, Georgia shall make such distribution, exclusively upon the application of one or more persons having a real interest in the Literary Guild or its assets.

## ARTICLE X - FISCAL YEAR

Fiscal Year. The fiscal year of the Literary Guild shall end on December 31 of each calendar year, unless otherwise determined by the Board of Directors.

## ARTICLE XI - EXECUTION OF INSTRUMENTS, DEPOSITS & FUNDS

Section 1: Execution of Instruments. The Board, except as otherwise provided in these Bylaws, may by unanimous resolution authorize any Director, Employee, or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. Any such authority may be general or confined to specific instances. Unless so authorized, no Director, Director, Employee, or agent shall have any power or authority to bind the Corporation by any contract or engagement, or to pledge its credit or render it monetarily liable for any purpose or in any amount.

Section 2: Checks and Notes. Except as otherwise specifically determined by Board resolution or as otherwise required by law, checks, drafts, promissory notes, orders for payment of money, and other evidence of indebtedness of the Corporation shall be signed by the President and/or the Treasurer. The President and Treasurer shall have check writing and signing authority.

Section 3:     Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

Section 4:     Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of this Corporation.

## **ARTICLE XII: RECORDS & REPORTS**

Section 1:     Records. The Corporation shall keep at its principal office in the State of Georgia:

1.1     Minutes of all meetings of Members, Directors and committees of the Board indicating the time and place of holding such meetings, whether regular or special, and the notice given, the names of the meetings' attendees, and the proceedings thereof. Records may be maintained in either hard copy or electronic form;

1.2     Adequate and correct books and records of account, including accounts of its properties, business transactions, and accounts of assets, liabilities, receipts, disbursements, gains and losses;

1.3     A record of its Directors indicating names and addresses;

1.4     A copy of the Corporation's Articles of Incorporation and Bylaws as amended to date, which shall be open to inspection by the Directors, and a copy distributed to them upon request; and

1.5     Employee personnel files.

Section 2:     Director's Inspection of Documents. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation. An inspection by a Director may be made in person or by a duly authorized agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

Section 3:     Annual Report. The Board shall cause an annual report to be furnished, not later than one hundred and twenty (120) days after the close of the Corporation's fiscal year, to all Directors and the Chairperson of the Corporation. Said report shall contain the following:

3.1     The assets and liabilities, including trust funds, of the Corporation as of the end of the fiscal year.

3.2     The principal changes in assets and liabilities, including trust funds, during the fiscal year.

3.3 The revenue or receipts of the Corporation both restricted and unrestricted to particular purposes during the fiscal year;

3.4 The expenses or disbursements of the Corporation for both general and restricted purposes during the fiscal year;

3.5 Other information required by Article 8 of these Bylaws; and

3.6 The annual report shall be accompanied by any report of independent accounts, or, if there is no such report, the certificate of an authorized Director or authorized Employee of the Corporation that such statement were prepared without audit from the books and records of the Corporation.

3.7 The annual report may be accompanied by any report of independent accountants, or, if there is no such report, the certificate of an authorized Director of the Corporation that such statement were prepared without audit from the books and records of the Corporation. The Board may extend the deadline for the annual report by a majority vote of the Board.

### ARTICLE XIII: MISCELLANEOUS PROVISIONS

Section 1: Prohibition Against Sharing Corporate Profits and Assets. No Director, Employee, or other person connected with this Corporation, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Corporation. However, this provision shall not prevent payment to any such persons of reasonable compensation for services performed for the Corporation in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors. No such person or persons shall be entitled to share in the distribution of, and shall not receive any of the corporate assets on dissolution of the Corporation.

Section 2: Nondiscrimination Policy. The Foundation does not discriminate against Directors, potential Directors, Employees, Employee Applicants, Volunteers, potential Volunteers, and employees on the basis of gender, race, color, religion, or national or ethnic origin.

IN WITNESS WHEREOF, the Literary Guild has caused these Amended Bylaws to be executed and attested by its duly authorized representative after a unanimous vote by the Board of Directors, this 16th day of March, 2022.

LITERARY GUILD OF ST. SIMONS ISLAND, INC.

  
By: George Ragsdale, President