

## WRAN Alliance Member Agreement

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the WRAN Alliance, Inc. (the “Alliance”) and \_\_\_\_\_ (“Member”, as defined in Section 1 below; other members of the Alliance may be referred to as the “Members”).

**WHEREAS**, the Alliance has been formed as a nonprofit corporation in order to serve, as standards development organization related to the development and use of high speed wireless communications technology, ; and

**WHEREAS**, Member would like to participate in the Alliance;

**NOW, THEREFORE**, the Alliance agrees to allow Member to join on the terms and conditions contained herein, and Member agrees to abide by the terms and conditions contained herein.

### Agreement

1. Group Membership; Control Group. Membership in the Alliance will cause all entities that are in the same group as Member to be bound by this Agreement. For purposes of this Section 1, “Control” shall mean (i) the ownership of more than 50% of the total voting securities of another entity, or (ii) in the case of unincorporated entities “Control” shall mean the ownership of more than 50% of the ownership interest representing the right to make decisions for the entity; and “Control Group” shall include all corporations or other entities which are Controlled by Member, which Control Member, or which are Controlled by the corporation or entity Controlling Member.

### 2. Membership

2.1 Adherence to Alliance Policies. Member agrees to adhere to the Alliance Bylaws and all other policies and procedures established by the Alliance, as they currently exist and as they may be amended from time to time. Such policies and procedures of the Alliance may include without limitation an antitrust policy, a certification policy, an intellectual property policy, and other policies.

2.2 Membership Dues. Member agrees to pay all applicable membership dues duly imposed on Members by resolutions of the Board of Directors. The membership year of Member shall begin on the date of registration and continue for the twelve (12) month period following registration. The annual dues shall be paid in full upon registration, and annually thereafter.

2.3 Costs and Expenses. Member shall bear its own costs and expenses for its participation in the Alliance, including without limitation compensation of its employees, and all travel and expenses associated with the Member’s participation in the Alliance meetings

and conferences, and such Member understands that it has no right of reimbursement from the Alliance for such expenses.

2.4 Publicity. The following provisions shall govern publicity relating to the Alliance and its Members:

(a) Use of Names of Members. Neither the Alliance nor Member shall use the name of another Member or Members in any form of publicity without the written permission of the other Member or Members, provided that Member may publicly disclose and identify its own membership in the Alliance in documentation, press releases, brochures and other materials, and the Alliance (unless requested in writing by Member) may publicly disclose and identify the membership of Member in the Alliance in documentation, press releases, brochures and other materials, provided that all such references are truthful and accurate. Notwithstanding any such written request by Member, the Alliance may disclose the membership of such a Member if required by law or any court of competent jurisdiction.

(b) Compliance with Alliance Communications Policies. All publicity related to the Alliance, whether promulgated by the Alliance or by Member, shall be in compliance with the policies and procedures adopted by the Board of Directors from time to time.

(c) Third Party Beneficiaries. Member acknowledges and agrees that all other members of the Alliance are third party beneficiaries of this Section 2.4.

3. Termination of Membership. The following provisions shall apply in the event of the termination of the membership of Member, whether by voluntary withdrawal or expulsion:

3.1 No Refund of Dues. A Member shall have no right to a refund of any dues, fees or assessments paid prior to the termination of its membership. Moreover, Member shall remain fully liable for any dues, fees or assessments then due and owing.

3.2 Obligations for Additional Assessments. In the event that Member's membership in the Alliance terminates within 30 days of the passage of a resolution imposing a fee or assessment, Member shall not have any liability for payment of such fee or assessment. After the 30-day period, Member shall be responsible for any assessments, even if Member's membership is subsequently terminated.

3.3 Survival of Agreements. Upon withdrawal, this Agreement shall be automatically terminated with respect to Member except with regard to Sections 3.1-3.3, 4.1-4.4, and 5.1-5.8, which shall survive indefinitely unless limited to a shorter period by any statutes of limitations imposed by law. Notwithstanding the foregoing, any Alliance policies or agreements which contain specific survival provisions following membership termination shall not be affected by this Section 3.4 and shall survive pursuant to their terms.

4. Dispute Resolution. The following provisions apply in the event of disputes arising out of Members' participation in the Alliance:

4.1 Mediation. The parties agree to first submit any controversy or claim arising out of or relating to this Agreement, or the breach thereof, to non-binding mediation in San Francisco, California, by a mediator to be selected by the parties from among the San Francisco chapter of the American Arbitration Association (“AAA”) mediation or commercial arbitration panelists. The parties agree to mediate in good faith for a minimum period of thirty (30) days.

4.2 Arbitration. Any controversy or claim not resolved by mediation, arising out of or relating to this Agreement, or the breach thereof, or any rights or materials licensed hereunder, shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules (the “Rules”) of the AAA, and the procedures set forth below. In the event of any inconsistency between the Rules of AAA and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof.

(a) Location. The location of the mediation and arbitration shall be in San Francisco, California.

(b) Selection of Arbitrators. The arbitration shall be conducted by a panel of three (3) neutral arbitrators who are independent and disinterested with respect to the parties, this Agreement, and the outcome of the arbitration. If the parties are unable to agree to arbitrators, the arbitrators shall be appointed by AAA from among the San Francisco AAA commercial arbitration panelists.

(c) Case Management. Prompt resolution of any dispute is important to all parties and the parties agree that the arbitration of any dispute shall be conducted expeditiously. The arbitrators are instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just resolution of the dispute.

(d) Remedies. The arbitrators may grant any legal or equitable remedy or relief (including injunctive relief) that the arbitrators deem just and equitable, to the same extent that such remedy or relief could be granted by a state or federal court, provided however, that such remedy or relief is consistent with the remedies and limitations set forth in this Agreement.

(e) Expenses. The expenses of the arbitration, including the arbitrators’ fees, expert witness fees, and attorneys’ fees, may be awarded to the prevailing party, in the discretion of the arbitrators, or may be apportioned among the parties in any manner deemed appropriate by the arbitrators. Unless and until the arbitrators decide that one party is to pay for all (or a share) of such expenses both parties shall share equally in the payment of the arbitrators’ fees as and when billed by the arbitrators.

(f) Confidentiality. Except as set forth below, the parties shall keep confidential the fact of the arbitration, the dispute being arbitrated, and the decision of the arbitrators. Notwithstanding the foregoing, the parties may disclose information about the arbitration to persons who have a need to know, such as directors, trustees, management employees, witnesses, experts, investors, attorneys, lenders, insurers, and others who may be

directly affected. Additionally, if a party has stock that is publicly traded, the party may make such disclosures as are required by applicable securities laws. Further, if a party is expressly asked by a third party about the dispute or the arbitration, the party may disclose and acknowledge in general and limited terms that there is a dispute with the other party that is being (or has been) arbitrated. Once the arbitration award has become final, if the arbitration award is not promptly satisfied, then these confidentiality provisions shall no longer be applicable.

(g) Patents. There shall be no arbitration of issues of the validity or infringement of patents.

4.3 Governing Law; Venue; Jurisdiction. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the United States and the State of California without regard to its conflict of laws provisions. The parties irrevocably consent to the exclusive personal jurisdiction (except as to actions for the enforcement of a judgment, in which case the jurisdiction will be non-exclusive) of the federal and state courts located in San Francisco, California, and venue in San Francisco, California.

4.4 Alternative Dispute Resolution Provisions. In the event that any official policy adopted by the Alliance, such as the Intellectual Property Policy, provides for different dispute resolution procedures, the terms of such policy shall supersede the dispute resolution provisions set forth herein, to the extent of such difference.

## 5. General

5.1 No Implied Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Members nor an obligation to develop, make available, use, license, buy or sell any information, product, services or technology.

5.2 Licenses and Permits. Member shall possess or obtain at its own expense all necessary licenses or permits.

5.3 Enforceability and Interpretation. If any provision of this Agreement is unenforceable at law, the rest of the provisions remain in effect. The headings in this Agreement are for reference only. They will not affect the meaning or interpretation of this Agreement.

5.4 Force Majeure. No party shall bear any responsibility or liability for any losses arising out of any delay or interruption of its performance of obligations under this Agreement due to any act of God, act of governmental authority, or due to war, flood, civil commotion, labor difficulty, severe or adverse weather conditions, lack or shortage of electrical power malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.

5.5 Waiver. No approval, consent or waiver will be enforceable unless signed by the granting party. Failure to insist on strict performance or to exercise a right when entitled does not prevent a party from doing so later for that breach or a future one.

5.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

5.7 Effectiveness. This Agreement shall come into effect when the Executive Director of the Alliance has received a signed copy of this Agreement and all required dues from Member. At such time, the Executive Director of the Alliance shall promptly countersign this Agreement and transmit a countersigned copy of the Agreement to Member.

5.8 Integration. This Agreement constitutes the entire agreement between Member and the Alliance concerning this subject matter. Notwithstanding the foregoing, Member shall be obligated to observe and comply with all policies of the Alliance, and receive all the benefits of such policies, as delineated in Section 2.1.

ACCEPTED AND AGREED TO:

WRAN Alliance, Inc.

Member:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ADDRESS:

ADDRESS:

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\_\_\_\_\_  
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# Exhibit A

## Alliance Anti-Trust Policy

Certain types of activities conducted by industry participants may be subject to scrutiny under antitrust laws as being anti-competitive. In order to minimize exposure of the Alliance and its Members and Participants to antitrust liability, the Alliance and each Member and Participant agree to abide by the following guidelines when participating with, for or on behalf of the Alliance:

1. Neither the Alliance nor any of its committees shall be used for the purpose of bringing about or attempting to bring about any understanding or agreement, written or oral, formal or informal, express or implied, among and between competitors with regard to prices, terms or conditions of sale, distribution, volume of production, territories, customers, credit terms or marketing practices.
2. The Alliance and its Members and Participants shall not discuss, communicate or engage in any other exchange between Members and Participants with regard to prices, pricing methods, production quotas or other limitations on the timing, costs or volumes of production or sale, or allocation of territories or customers.
3. Neither the Alliance nor its Members and Participants shall engage in any activity or communication that might be construed as an attempt to prevent any person or business entity from gaining access to any market or customer for goods and services, or to prevent any business entity from obtaining a supply of goods or services or otherwise purchasing goods or services freely in the market.
4. The qualifications for membership or participation in the Alliance are set forth in the charter documents of the Alliance. No applicant for membership or participation, who otherwise meets the qualifications set forth therein, shall be rejected for any anti-competitive purpose or for the purpose of denying such applicant the benefits of membership or participation.
5. The Alliance shall not compel or coerce any Member or Participant into accepting or complying with any Adopted Specification.
6. Adherence to Adopted Specifications or sample implementations shall be voluntary on the part of the Member or Participant of the Alliance and shall in no way be compelled, directed or coerced by Members or Participants of the Alliance as to whether to adhere to or comply with any such Adopted Specifications or sample implementations.
7. Any Adopted Specifications or sample implementations shall be based solely and exclusively upon technical considerations and upon the merits of objective judgments and thorough procedures and shall in no way be based upon any effort, intention or purpose of any of its Members or Participants to reduce or eliminate competition in the sale, supply and furnishing of products and services.
8. If information, materials or reports of the Alliance for the use of the membership or participation is significant to third parties or others in the industry, then such information, material and reports will be made available by the Alliance to all such

persons, on such reasonable terms and conditions as it may prescribe, in order to carry out its purposes.

9. To the extent that the purposes of the Alliance, as set forth in its charter documents require, for the Alliance's purposes and objectives, joint research and development by two or more of its Members or Participants, or representatives thereof, any such joint research and development for the Alliance shall exclude the following activities:
  - a. the exchange of information among competitors relating to costs, sales, profitability, prices, marketing or distribution of any product, process, or service that is not reasonably required to conduct the research and development;
  - b. any agreement or any other conduct restricting, requiring, or otherwise involving the production or marketing by any Member or Participant of the Alliance of any product, process or service, other than the production or marketing of proprietary information developed through such joint research and development, such as patents and trade secrets; and
  - c. any agreement or any other conduct restricting or requiring the sale, licensing or sharing of inventions or developments not developed through such joint research and development, or restricting or requiring participation by any Member or Participant of the Alliance in other research and development activities, that is not reasonably required to prevent misappropriation of proprietary information contributed by any Member or Participant of the Alliance, or representative thereof, or of the results of such joint research and development.

# Exhibit B

## Membership

The current rights and privileges of membership are set forth below, and are subject to the policies and procedures established by the Board of Directors. Such rights and privileges may be modified by the Board of Directors from time to time as provided in and subject to the terms in this Agreement.

### Participant Membership

- Annual dues as of August 1, 2011: \$7,500
- Participation in Work groups including
  - Participation in meetings and teleconferences
  - Rights to vote as defined by work group and Alliance policies
- Access to Approved Alliance Documents, as applicable, including:
  - Technical Specification(s)
  - Market Requirement Documents(s)
  - Field Test Report(s)
  - Certification Procedures, Test Plans and Documents
  - Plugfest and Interoperability Procedures, Test Plans and Documents
  - Reasonable and non-discriminatory license terms to Essential Claims and
- Product Certifications, as applicable
  - Access to Approved Alliance Product Certification Documents
  - Eligibility to Certify Products
  - Eligibility to Participate in Alliance interoperability events and other certification programs
- Marketing and Promotions, as applicable
  - Participation in Alliance Marketing Committee
  - Inclusion of Certified Products in Alliance promotions
  - Participation in Alliance presence at tradeshow and events
  - Inclusion on Alliance website as appropriate
  - Access to Approved Marketing Materials
    - Alliance Logo and corporate ID materials (within usage guidelines)
    - Brochures and other collateral
    - Articles and white papers
    - Graphics suitable for tradeshow and events

### Promoter Membership

- Annual dues as of August 1, 2011: \$15,000
- One time joining fee as of August 1, 2011: \$10,000
- Naming of a Director to the Board of Directors



- Naming an Alternate director to act on behalf of the Promoter member in the absence of the named Director
- All the rights and privileges associated with Participant membership
- Eligible to Chair Working Groups
- Eligible to propose new work items in a Working Group
- Propose the formation of new Working Groups
- Vote on matters presented to the Working Group(s) in which Contributor is participating

## Exhibits C and D

### Articles of Incorporation and Corporate Bylaws

# Delaware

PAGE 1

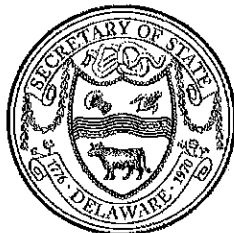
*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "WRAN ALLIANCE, INC.", FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2011, AT 6:52 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

5003036 8100

110767404



You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8868693

DATE: 06-28-11

STATE of DELAWARE  
CERTIFICATE of INCORPORATION  
A NON-STOCK CORPORATION

**First:** The name of the corporation is WRAN Alliance, Inc.

**Second:** Its Registered Office in the State of Delaware is to be located at 1811 Silverside Road, in the City of Wilmington, County of New Castle, Zip Code 19810. The name of the registered agent is Vcorp Services, LLC.

**Third:** The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware. This corporation shall be a nonprofit corporation, intended to qualify for tax exempt status under United States Internal Revenue Code Section 501(c)(6).

The specific purpose of the corporation is:

- a) to serve as standards development organization for the creation of specifications related to the development and use of high speed wireless communications technology as a means of providing broadband internet services in VHF and UHF frequencies;
- b) to develop and adopt software specifications to incorporate radios into consumer electronics devices;
- c) to ensure interoperability between products regardless of manufacturer or origin;
- d) to improve conditions in the high speed wireless internet industry through education and support programs, and ultimately to benefit consumers.

**Fourth:** The corporation shall not have any capital stock.

**Fifth:** The business and affairs of the corporation shall be managed by or under the direction of the Board of Directors, which shall be selected by the members of the corporation pursuant to the terms delineated in the corporation's bylaws. The conditions of membership, and the rights and responsibilities relating thereto, shall be as specified in the corporation's bylaws. In addition to the powers and authority expressly conferred upon them by Statute or by this Certificate of Incorporation or the bylaws of the corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the corporation. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof.

**Sixth:** The name and mailing address of the incorporator are as follows:

Name: Jeffrey Burke, Esq.  
Mailing Address: 1134 Crane Street, Suite 216  
Menlo Park, CA 94025

**Seventh:** The personal liability of the directors of the corporation shall be limited to the fullest extent permitted by the Delaware General Corporation Law, as such may be amended.

**I, The Undersigned,** for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate, and do certify that the facts herein stated are true, and I have accordingly hereunto set my hand this 24th day of June 2011.

BY: /Jeffrey Burke, Esq./  
(Incorporator)

NAME: Jeffrey Burke, Esq.  
(type or print)

**BYLAWS**

**OF**

**WRAN ALLIANCE, INC.**

a nonprofit corporation

**BYLAWS**  
**OF**  
**WRAN ALLIANCE, INC.**

a nonprofit corporation

1.

Offices

1.1 Principal Office. The principal office for the transaction of the business of this Corporation is fixed and located at 2400 Camino Ramon, Suite 375, San Ramon, CA, USA 94583. The Board of Directors is hereby granted full power and authority to change the said principal office from one location to another.

1.2 Other Offices. Branch or subordinate offices may at any time be established by the Board of Directors at any place or places where this Corporation is qualified to do business.

2.

Purposes

2.1 Purposes. The Corporation has been formed as a nonprofit corporation in order to serve as a standards development organization for the creation of specifications related to the development and use of high speed wireless communications technology as a means of providing broadband internet services in VHF and UHF frequencies.

In furtherance of the foregoing objective, the Corporation also has the following purposes:

- a) to serve as a standards development organization for the creation of specifications related to the development and use of high speed wireless communications technology as a means of providing broadband internet services in VHF and UHF frequencies;
- b) to develop and adopt software specifications to incorporate radios into consumer electronics devices;
- c) to promote interoperability between products regardless of manufacturer or origin by providing Members with resources to enable conformance and product testing & certification services to be detailed;
- d) to improve conditions in the high speed wireless internet services industry on a global basis through education, industry outreach and support programs, and all of which will ultimately benefit consumers.
- e) Any other purpose deemed appropriate by the Board of Directors

2.2 Open Membership/Antitrust Law Compliance. The corporation and its Members shall be at all times dedicated to the principles of full and open competition, in full compliance with all applicable laws, including all antitrust laws of the United States and other nations and governmental bodies. Membership in the Corporation shall be at all times open to applicants which meet the applicable criteria which are set forth in Article 3 of these Bylaws.

### 3.

#### Membership

3.1 Classes of Membership. There shall be one class of membership in the Corporation within the meaning of The Delaware General Corporation Law, which shall be known as “Promoter Members” or simply “Members” or “members”.

3.2 Associates. The Corporation may, pursuant to written agreement and/or resolutions adopted by the Board of Directors, create one or more classes of Associates of the Corporation. The initial class of Associates shall be referred to as “Participant Members”, “Participants”, or “Associates”. Such Associates shall have only the rights and privileges specifically given to them by the resolutions adopted by the Board of Directors, and shall be subject to any conditions imposed thereon by the Board of Directors. Any such classes of Associates may be referred to as “members” or by any other designation given to them by the Board of Directors; however all such classes of Associates shall not be considered statutory members within the meaning of the Delaware General Corporation Law and shall only have contractual rights which are specifically delineated in the respective agreement between such Associate and the Corporation. In the event that Associates are referred to as “members” in these Bylaws or elsewhere, such references shall



under no circumstances be construed as conferring or implying any statutory rights of members under the Delaware General Corporation Law.

3.3 Membership Qualifications. Any commercial or non-profit corporation, educational, scientific or government institution may be a Member or Associate of the corporation. The Secretary of the Corporation shall have the responsibility to maintain a list of Members and Associates and to make any necessary changes thereto to reflect any admissions or withdrawals of Members and Associates.

3.4 Admission to Membership.

3.4.1 Admission to Promoter Membership. Admission to the Promoter Membership shall occur upon a Supermajority vote of the Board of Directors, the execution of the Promoter Member Agreement, and payment of then current applicable annual dues.

3.4.2 Admission as an Associate. Admission as an Associate shall occur upon the execution of the Associate Agreement, and payment of then current applicable annual dues.

3.5 Fees, Dues and Assessments The Board of Directors may determine from time to time annual membership and associate fees, and may set such fees, dues and assessments for Members and Associates of the Corporation, as the Board, in its discretion, from time to time determines. The amount of fees (dues or assessments) to be invoiced on each such anniversary or at anytime shall be the subject of a resolution of the Board, which must be notified to all Members and Associates. Any changes and/or modifications to a then in force fee structure and/or any specially assessed dues or assessments shall require an affirmative vote of the Board of Directors.

3.6 Termination of Membership or Associate Status. The membership of any Member, or the status of an Associate as an Associate, shall terminate upon the occurrence of any one or more of the following:

a. Resignation. Any Member or Associate may resign from the Corporation at any time by filing a resignation letter with the Secretary of the Corporation. No pro rata refund of any fees, dues or assessments shall be made for the balance of the calendar year in which the resignation is effective, or otherwise.

b. Expiration and Disqualification. A membership or associate agreement issued for a period of time shall expire when such period of time has elapsed unless the membership or associate agreement is renewed.

c. Dues and Assessments. Membership shall terminate pursuant to section 3.6d below upon the failure of the Member or Associate to pay dues or assessments within the time period established by the Board of Directors.

d. Expulsion, Suspension, or other Sanction. Membership of a Member, or the Associate status of an Associate, shall terminate upon the determination by a Supermajority Vote of the Board of Directors (such vote not including the vote of a Director employed by any Member facing expulsion, suspension, or other sanction) after a hearing duly held in accordance with this Section, that the Member or Associate has failed in a material respect to observe the rules of conduct promulgated from time to time by the Board of Directors and applicable to Members or Associates, or otherwise has failed in some material respect to merit continued status as a Member or Associate of the Corporation. Such determination shall be made in the sole discretion of the Board of Directors. Following the determination by the Board of Directors that a Member or Associate should be expelled, suspended, or other sanction the following procedures shall be implemented:

- (i) A notice shall be sent by mail by prepaid, first-class, certified or registered mail to the most recent address of the Member or Associate as shown on the Corporation's records, setting forth the expulsion, suspension, or other sanction and the reasons therefore. Such notice shall be sent at least fifteen (15) days before the proposed effective date of the expulsion, suspension, or other sanction.
- (ii) The Member or Associate being expelled, suspended, or other sanction shall be given an opportunity to be heard, either orally or in writing, at a hearing to be held no fewer than five (5) days before the effective date of the proposed suspension, expulsion, or other sanction. The hearing shall be held by the Board of Directors. The notice to the Member or Associate of its proposed expulsion, suspension, or other sanction shall state that such Member or Associate is entitled, upon request, to such hearing, shall state that a date, time and place of the hearing will be established upon receipt of request therefore, and shall state, that in the absence of such request, the effective date of the proposed suspension or expulsion.
- (iii) In the event that a hearing is held, then following the hearing, the Board of Directors shall decide whether the Member or Associate should in fact be expelled, suspended, or sanctioned in some other way. The decision of the Board of Directors shall be final.
- (iv) Any action challenging an expulsion or suspension of membership or associate status of a Member or Associate, including any claim alleging defective notice, must be commenced within one (1) year after the date of the expulsion, suspension, or other sanction.

3.7 Reinstatement. Members or Associates suspended or expelled pursuant to Section 3.6 may be reinstated upon a Supermajority Vote of the Board of Directors.

3.7 Property Rights. No Member or Associate shall have any right or interest in any of the property or assets of this Corporation.

3.8 Nonliability. No Member or Associate shall be personally liable for the debts, liabilities, or obligations of this Corporation.

3.9 Nontransferability. No Member or Associate may transfer for value or otherwise, its membership or associate status or any right arising therefrom, and all such rights shall cease upon the Member or Associate's bankruptcy, resignation, expulsion, suspension, sanction, or dissolution pursuant to Section 3.5. In the case of a merger or acquisition of a Member or Associate company by another company, such status shall be conferred upon the new legal entity in the event that the new legal entity is able to, and does in fact, enter into all required agreements with the Corporation.

3.11 Distribution of Assets Upon Dissolution. Upon a dissolution of this Corporation, and after all of the known debts and liabilities of this Corporation have been paid or adequately provided for in accordance with the Delaware General Corporation Law, any remaining net assets of this Corporation shall be distributed by the Board of Directors to the Members (but not in excess of any dues or fees actually paid by such Members) and/or to one or more organizations selected by the Board of Directors which will help to further the purposes of this Corporation. No part of the Corporation's net earnings will inure to the benefit of any Member or Associate, director or private person. Any such plan of distribution will be conducted in accordance with the Corporation's tax status under United States Internal Revenue Code Section 501(c)(6).

## 4.

### Membership Meetings

4.1 Place of Meetings. All meetings of Members shall be held at any place which may be designated by the Board of Directors pursuant to the authority hereinafter granted to the said Board, or by the written consent of all Members entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the Corporation.

4.2 Regular Meetings. Regular meetings of members of the Corporation shall be held at such dates and at such times and places as determined by resolution of the Board of Directors. Additional member meetings may be set as determined by the Board of Directors and pursuant to notification as defined in these Bylaws.

4.3 Special Meetings. Special meetings of members, for any lawful purpose or purposes whatsoever, may be called at any time by the President, the Board of Directors, or by a minimum

of three (3) Members. Notice of such request must be submitted in writing and mailed to the principal office of the Corporation, or delivered to the President, the Vice-President or Secretary, by any person or persons other than the Board entitled to call a special meeting of members. The notice must state the business to be transacted at the special meeting. It shall be the duty of the officer to cause notice to be given, within twenty (20) days from receipt of such a request, to the members entitled to vote at the meeting scheduled and to be held not less than thirty-five (35) days nor more than ninety (90) days after the receipt of such a request. A quorum of Promoter Members must be present at the special meeting per Section 4.6 in order to conduct the business of the Corporation.

4.4 Notice of Annual Meetings. A notice of each annual meeting, written ballot for election of Directors or otherwise, if any, and special meeting shall be given by the President or, in case of his failure or refusal, by any other officer or any Director; shall specify the place, time, day and hour of the meeting or the date on which the ballot shall be returned, if applicable; in the case of an annual meeting at which Directors shall be elected, shall specify the names of all those who are candidates for election of Directors at the time the notice is given, and in the case of special meetings, the nature of the business to be transacted thereat. Such notice shall be given in writing to every member of the Corporation who, on the record date for notice of the meeting, is entitled to vote thereat. Such notice shall be given either personally or by sending a copy thereof by first-class mail, postage or charges prepaid, or by electronic or telephonic communication including e-mail to the member's address appearing on the books of the Corporation, at least ten (10) days but no more than sixty (60) days prior to the date fixed for such meeting.

4.5 Recessed Meetings. Any members' meeting, annual or special, whether or not a quorum is present, may be recessed from time to time by the vote of a majority of the members either present in person or represented by proxy thereat, but in the absence of a quorum no other business may be transacted at any such meeting. No meeting may be recessed for more than 45 days, annual or special, to another time or place. It shall not be necessary to give any such notice of the time and place of the recessed meeting or of the business to be transacted thereat, other than by an announcement at the meeting at which such recess is taken. If after the recess a new record date is fixed for notice or voting, a notice of the recessed meeting shall be given to each member who, on the record date for notice of the meeting, is entitled to vote at the meeting.

4.6 Quorum. The presence in person or by proxy of a majority (more than one-half) of the members of the Corporation shall constitute a quorum for the transaction of business. The members present at a duly called or held meeting at which a quorum is present may continue to do business until a quorum is no longer present.

4.7 Voting. Each member in good standing with the right to vote, (i.e. members who have paid their membership fees, dues and assessments in accordance with these Bylaws and whose membership has not been terminated pursuant to Section 3.6) is entitled to one vote on each matter submitted to a vote of the members. Voting shall be by voice vote, and/or electronic mail and/or written response as directed by the chair of the meeting. No single vote shall be split into fractional votes. Cumulative voting shall not be authorized.

4.8 Action Without Meeting by Written Ballot. Any action, which may be taken at any regular or special meeting of members, may be taken without a meeting if the Corporation distributes a written ballot to every member entitled to vote on the matter. Such ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Corporation. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds a quorum of the members, and the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots shall be distributed to members in accordance with Section 4.4 hereof. All ballots distributed in accordance with this Section 4.8 shall indicate the number of responses needed to meet the quorum requirement and shall state the percentage of approvals necessary to pass the measure submitted. All written ballots distributed in accordance with this Section 4.8 shall specify the time by which the ballot must be received in order to be counted. The use of electronic mail shall be permitted and allowed as written in the ballot

4.9 Proxies. Every member entitled to vote shall have the right to do so in person or by one or more agents authorized by a written proxy executed by such person or his duly authorized agent and filed with the Secretary of the Corporation; but no such proxy shall be valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which such proxy is to continue in force.

4.10 Conduct of Meetings. Meetings of members shall be presided over by the President of the Corporation, or in his absence, by the Vice-President, and in the absence of both of them, by the chair chosen by a majority of the members present. The Secretary of the Corporation shall act as the secretary of all meetings of members, provided that in his absence the presiding officer shall appoint another member to act as Acting Secretary of the meeting.

## 5.

### Board of Directors

5.1 Powers. Subject to the limitations of the Certificate of Incorporation, of the Bylaws, and of the Delaware General Corporate Law and subject to the duties of Directors as prescribed by the Bylaws, all corporate powers shall be exercised by or under the authority of, and the business and affairs of this Corporation shall be controlled by, the Board of Directors. The Board of Directors shall have the power to select and remove all officers, agents, employees, contractors, and administrators, and to fix reasonable compensation thereof, to authorize and empower officers or agents to enter into contracts and other commitments on behalf of this Corporation, and to appoint and delegate responsibilities and authority to committees, officers and agents.

5.2 Composition of Board of Directors. The Board shall consist of a number of Directors equal to the number of Promoter Members. Each Promoter Member shall select a Director, such Directors shall be referred to as the “Promoter Member Directors”. Each Promoter Member shall have the absolute right to remove a Director it has selected and replace such Director at any time, with or without cause. No other entity or entities, including without limitation the Board of Directors, shall have any right to remove a Director selected pursuant to this Section 5.2 unless such removal is for cause pursuant to Section 5.20.2; in the event of such a removal the respective Promoter Member shall select a different Director.

5.3 Observers. Certain persons may be granted observation rights on the Board, however the Board shall maintain the right to go into closed session and exclude all observers.

5.4 Restrictions on Eligibility to Serve as a Director, Control Groups. No more than one (1) individual employed by or affiliated with a Control Group shall be permitted to serve as a Director of the Corporation at one time. For purposes of this section, “Control” shall mean (i) the ownership of more than 50% of the total voting securities of another entity, or (ii) in the case of unincorporated entities “Control” shall mean the ownership of more than 50% of the ownership interest representing the right to make decisions for the entity; and “Control Group” shall include all corporations or other entities which are Controlled by a Member, which Control a Member, or which are also Controlled by the corporation or entity that Controls the Member.

5.5 Vacancies. Vacancies in the Board of Directors may be filled by a Supermajority Vote of the Board.

5.6 Place of Meeting. All meetings of the Board of Directors may be held at any place that has been designated from time to time by resolution of the Board or by the written notice of the President.

5.7 Organization Meetings. Meetings of the Board of Directors shall be held from time to time as the Board of Directors may fix, as may be specified and noticed by the Board of Directors or by the President of this Corporation.

5.8 Special Meetings. Special meetings of the Board of Directors for any purpose or purposes may be called at any time by the President, the Secretary or by any two (2) of the Directors.

5.9 Notice of Meetings; Attendance. Notice of the time and place of each meeting of the Board of Directors not fixed by an express provision of the Bylaws or by a standing Resolution of the Board of Directors shall be given to each Director not less than two (2) business days before the date of the meeting if given personally, by telephone or by electronic means including e-mail, and not less than ten (10) days before the date of the meeting if given by first-class mail.

5.10 Consent to Meetings. The transactions of the Board of Directors at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum be present and if either before or after the meeting each Director not present (i) signs a written waiver of notice, or (ii) signs a consent to the holding of such meeting, or (iii) approves the minutes thereof. Each Director who attends the meeting without protesting, prior thereto or at its commencement shall be deemed conclusively to have consented to the holding of the meeting and to have waived the lack of notice to such Director. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

5.11 Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors. Any certificate or other document filed which relates to action so taken shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting, and that the Bylaws authorize the Directors to so act. For the purposes of this section only, "all members of the Board" shall not include any "Interested Director" as defined in Section 5.18.

5.12 Telephonic Meetings. Directors may participate in a meeting through use of conference telephone or similar communications equipment, so long as all members participating in such meeting can hear one another. Participation in a meeting through use of telephone or similar communications equipment shall constitute presence in person at such meeting.

5.13 Quorum; Majority and Supermajority Votes. A simple majority of the Directors in office from time to time shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided in Section 5.14. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present, shall be regarded as the act of the Board of Directors unless a greater number be required by law, or by the Certificate of Incorporation, or by these Bylaws. When the term "Supermajority Vote" or "Supermajority Vote of the Board" is used herein, that shall mean the affirmative vote of two thirds of the full Board, not merely two thirds of a quorum. The Board shall promulgate a set of rules which delineates which matters require a simple Majority Vote and which matters require a Supermajority Vote.

5.14 Adjournment. A majority of the Directors present, whether or not a quorum is present, may adjourn any Directors' meeting to meet again at another time or place. In the event a meeting of the Board of Directors is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time set for the rescheduled meeting to the Directors who were not present at the time of the adjournment.

5.15 Fees and Compensation. Directors shall serve without compensation, but by resolution of the Board of Directors, a fixed fee may be allowed for attendance at each meeting.

Directors may be reimbursed in such amounts as may be determined from time to time by the Board of Directors for expenses paid while acting on behalf of the Corporation and/or expenses incurred in attending meetings of the Board of Directors. Nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore so long as such compensation is approved by a majority of disinterested Directors.

5.16 Indemnity for Litigation. This Corporation hereby agrees to exercise the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a Director or officer of this Corporation, to the full extent allowed under the provisions of the Delaware General Corporation Law relating to the power of a corporation to indemnify any such person. The amount of such indemnity shall be so much as the Board of Directors determines and finds to be reasonable, or, if required by law, the amount of such indemnity shall be so much as the court determines and finds to be reasonable.

5.17 Standard of Conduct. Pursuant to the Delaware General Corporation Law, a Director shall perform the duties of a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner such Director believes to be in the best interests of this Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- a. One or more officers or employees of this Corporation whom the Director believes to be reliable and competent in the matters presented;
- b. Legal counsel, independent accountants or other professionals as to matters which the Director believes to be within such person's professional or expert competence; or
- c. A committee of the Board upon which the Director does not serve, as to matters within the committee's designated authority, which committee the Director believes to merit confidence. Provided, that in any such case, the Director acts in good faith, after reasonable inquiry when the need therefore is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

5.18 Self-Dealing Transactions. As used in this section, a "self-dealing contract" is any contract or transaction (i) between this Corporation and one or more of its Directors, or between this Corporation and any corporation, firm or association in which one or more of the Directors or, to the best of each respective Director's knowledge at the time the contract or transaction is proposed, or thereafter, one or more Promoter Members has a material financial interest, or (ii) between this Corporation and a corporation, firm or association of which one or more of its directors are Directors of this Corporation (collectively, "Interested Director(s)"). Pursuant to the



Delaware General Corporation Law, no self-dealing contract shall be void or voidable because such Interested Director(s) or corporation, firm or association are parties or because such Interested Director(s) are present at the meeting of the Board or committee which authorizes, approves or ratifies the self-dealing contract, if:

a. Membership Approval. All material facts are fully disclosed to or otherwise known by the members and the self-dealing contract is approved by the members in good faith including the abstention from voting by any membership owned by such Interested Director(s); or

b. Board or Committee Approval. All material facts are fully disclosed to or otherwise known by the Board or committee and the Board or committee authorizes, approves, or ratifies the self-dealing contract in good faith (including the abstention from voting by the Interested Director(s)), and, in the case of a self-dealing contract described above, the Board or committee resolves and finds that the contract is just and reasonable at the time it is authorized, approved or ratified; or

c. Just and Reasonable Contract. The person asserting the validity of the self-dealing contract sustains the burden of proving that the contract was just and reasonable as to the Corporation at the time it was authorized, approved or ratified.

Interested Director(s) may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction as provided in this Section 5.19.

#### 5.19 Resignation and Removal.

5.20.1 Resignation. Any Director may resign at any time by giving written notice to the Board of Directors, to the President or to the Secretary of this Corporation.

5.20.2 Removal. Any Director may be removed by the Board for any of the following, all of which constitute removal for cause: (i) conviction or entry of a plea of nolo contendere for a crime; (ii) intentional breach of fiduciary duties; (iii) public disparagement or ridicule of the Corporation; (iv) involvement in activities which could cause an adverse impact upon the Corporation's tax status or involve potential antitrust violations; or (v) gross mismanagement or waste. Any Promoter Member Director may also be removed by the Promoter Member which appointed such Director pursuant to Section 5.2.

## 6.

### Officers

6.1 Officers. The principal officers of this Corporation shall be a President, Vice President, Treasurer, and Secretary and such other officers as the Board of Directors may appoint. One person may hold two or more offices.

6.2 Election. The officers of this Corporation, except such officers as may be appointed in accordance with the provisions of Section 6.3 or Section 6.4, shall be elected by the Board of Directors in accordance with this Article 6, and each officer shall hold his or her office for a term of one (1) year, or until he or she shall resign or shall be removed or his or her successor shall be elected and qualified.

6.3 Removal and Resignation.

6.3.1 Removal. Any officer may be removed, either with or without cause, by the Board of Directors at any regular or special meeting (subject to the rights, if any, of an officer under any contract of employment).

6.3.2 Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, or to any officer of this Corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Such resignation shall not prejudice the rights of the Corporation under any contract to which the officer is a party.

6.4 Vacancies. A vacancy in any officer position because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in the Bylaws for regular appointments to such officer position.

6.5 President (otherwise called the Chairman). The President shall serve as the Chief Executive Officer of this Corporation. Subject to the control of the Board of Directors, the President shall have general supervision, direction and control of the business and affairs of this Corporation. The President may serve as an ex officio voting member of all committees, and shall have such other powers and duties as may be designated from time to time by the Board of Directors. The President shall preside at all meetings of the Board of Directors.

6.6 Vice President (otherwise called the Vice Chairman). In the absence of the President, or in the event of his or her inability or refusal to act, the Vice President shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions on, the President. The Vice President shall have such other powers and duties as may be designated from time to time by the Board of Directors.

6.7 Treasurer. The Treasurer shall oversee the financial and accounting matters of this Corporation with respect to the receipt and deposit of funds. The Treasurer shall have such other powers and duties as may be designated from time to time by the Board of Directors.

6.8 Secretary. The Secretary shall keep a full and complete record of the proceedings of the Board of Directors, shall keep the seal of this Corporation and affix it to such papers and instruments as may be required in the regular course of business, shall make service of such notices as may be necessary or proper, shall supervise the keeping of the records of this Corporation. The Secretary shall have such other powers and duties as may be designated from time to time by the Board of Directors.

## 7.

### Committees

7.1 Appointment of Committees. The Board of Directors may appoint such committees as the Board from time to time deems necessary or appropriate to conduct the business and further the objectives of this Corporation. The appointment by the Board of any committee having the authority of the Board shall be by resolution adopted by a majority of Directors then in office.

7.2 Powers and Authority of Committees. The Board of Directors may delegate to any committee having the authority of the Board, any of the powers and authority of the Board of Directors in the management of the business and affairs of this Corporation, except the following:

- a. The approval of any action for which the Delaware General Corporation Law also requires the approval of members of a corporation.
- b. The filling of vacancies on the Board or in any committee that has the authority of the Board.
- c. The fixing of compensation of the Directors for serving on the Board or on any committee.
- d. The amendment or repeal of Bylaws or the adoption of new Bylaws.
- e. The amendment or repeal of any resolution of the Board, which by its express terms is not so amendable or repealable.
- f. The appointment of committees of the Board or the members thereof.
- g. The expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected.

h. The board of directors may choose to exert its authority on any committee with a simple majority vote.

8.

Miscellaneous

8.1 Fiscal Year. The fiscal year of this Corporation shall end on the last day of December of each year.

8.2 Inspection of Corporate Records. The books of account and minutes of the proceedings of the Board of Directors, and of any committees of the Board of Directors, shall be open to inspection at the principal office of this Corporation by each Director at any reasonable time upon the written demand of any Director. Such inspection may be made in person or by an agent or attorney, and shall include the right to make photocopies and extracts at the requesting Director's expense.

8.3 Representation of Shares of Other Corporations. Any officer of this Corporation is authorized to vote, represent and exercise on behalf of this Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of this Corporation. The authority herein granted to said officers may be exercised by such officers in person or by other persons authorized to do so by proxy duly executed by such officers.

8.4 Checks, Drafts, Etc. All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to this Corporation and any and all securities owned by or held by this Corporation requiring signature for transfer shall be signed or endorsed by such person or persons and in such manner as from time to time shall be determined by the Board of Directors.

8.5 Execution of Contracts. The Board of Directors may authorize any officer, employee, or agent to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of this Corporation and such authority may be general or confirmed to specific instances. Unless so authorized by the Board of Directors, no officer, agent, or employee shall have any power or authority to bind this Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount. Provided, that pursuant to the Delaware General Corporation Law, any such contract or instrument between this Corporation and any third person, when signed by (i) the President or Vice President, and (ii) the Secretary or Treasurer of this Corporation, shall be valid and binding upon this Corporation in the absence of actual knowledge on the part of said third person that the signing officers had no authority to execute the same.

8.6 Corporate Loans, Guarantees and Advances. This Corporation shall not make any advances or make any loan of money or property to or guarantee the obligation of any director or officer, except as is expressly allowed under applicable law.

8.7 Public Inspection and Disclosure. The Corporation shall have available for public inspection at its principal office a copy of its three (3) most recent annual exempt organization information returns and a copy of its application for recognition of exemption and determination letter. In addition, in the event that the Corporation provides services or information to the public for a fee, and such services or information are available from the federal government free of charge or for a nominal cost, such availability shall be conspicuously disclosed in an easily recognizable format in any solicitation or offer by the Corporation.

8.8 Political Activities. The Corporation shall not make any political expenditure or lobbying expenditure, which will result in the loss of, or otherwise adversely affect, its status as a tax-exempt organization under the United States Internal Revenue Code.

## 9.

### Effective Date and Amendments

9.1 Effective Date. These Bylaws shall become effective immediately upon their adoption. Amendments to these Bylaws shall become effective immediately upon their adoption unless the Board of Directors of this Corporation in adopting them provided that they are to become effective at a later date.

9.2 Amendments. These Bylaws may be amended or repealed and new Bylaws adopted by a Supermajority Vote of the Board upon proper notice.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the incorporator of WRAN Alliance, Inc.
2. That the foregoing Bylaws constitute the Bylaws of the said Corporation adopted by me.

DATED: \_\_\_\_\_, 2011

\_\_\_\_\_  
\_\_\_\_\_, Secretary