

AMENDED AND RESTATED BYLAWS
OF
INDEPENDENT PET AND ANIMAL
TRANSPORTATION ASSOCIATION INTERNATIONAL
(a Texas Nonprofit Corporation)

These Bylaws (referred to as the "Bylaws") govern the affairs of INDEPENDENT PET AND ANIMAL TRANSPORTATION ASSOCIATION INTERNATIONAL, a Texas nonprofit corporation (referred to as the "Corporation").

ARTICLE I.
OFFICES

The Corporation may have such offices, either within or without the State of Texas, as the Board of Directors may designate or as the business of the Corporation may require from time-to-time.

ARTICLE II.
MEMBERS

SECTION 1. Class of Members. The Corporation shall have one class of voting members and one class of associate members. Voting members shall consist of legally operating businesses that currently offer pet and animal transportation to the public and are registered with or licensed by the United States Department of Agriculture (USDA) or its international equivalent for non-U.S. members (such international equivalent shall be, for purposes of these Bylaws, determined solely by the Board of Directors in such manner and at such time as the Board of Directors shall decide). Associate members shall consist of legally operating businesses or organizations that have interests related to animal transportation and that satisfy associate membership guidelines established by the Board of Directors from time-to-time. Unless otherwise specifically provided, or unless pertaining to voting, the term "members" as used in these Bylaws shall mean both voting members and associate members. A member in good standing shall be any member that is not suspended or expelled pursuant to Article II, Sections 3 or 8, below.

SECTION 2. Voting Rights. Each voting member in good standing shall be entitled to one vote on each matter submitted to a vote of the members (including the election of Directors and Officers). Cumulative voting shall be specifically disallowed under these Bylaws.

SECTION 3. Termination of Membership. Suspension of a voting member for cause may be initiated by: (1) the Board of Directors by affirmative vote of 2/3 of all Directors then in office or (2) the Ethics Hearing Board appointed by the President by affirmative vote of a majority

of the current members of the Ethics Hearing Board. For this purpose, "for cause" shall include, among other things, (i) a violation of the Code of Ethics of the Corporation, and (ii) default in the payment of dues for a period of one month from the beginning of the period for which such dues become payable. An associate member may be suspended or expelled upon thirty (30) days notice to such member if (i) the Board of Directors determines that the member no longer satisfies the established guidelines for associate membership, or (ii) if the member is in default in the payment of dues for a period of at least one month from the beginning of the period for which such dues become payable. In no event shall any portion of a suspended or expelled member's dues be reimbursed to such member. No member, Director, Officer or employee of IPATA shall disclose the initiation of an investigation, suspension or expulsion of a member to a third party.

SECTION 4. Resignation. Any member may resign by filing a written resignation with the Secretary of the Corporation, but such resignation shall not relieve the member so resigning of the obligation to pay any dues, assessments or other charges previously accrued and unpaid.

SECTION 5. Reinstatement. After a lapse of one (1) year since the member's membership was terminated pursuant to Article II, Section 3, such former member may, by written instrument signed by the former member and filed with the Secretary of the Corporation, request reinstatement as a member of the Corporation. Upon the affirmative vote of a majority of the Directors then in office (excluding any Director who has a financial or other personal interest in the member seeking reinstatement), such former member may be reinstated upon such terms as the Board of Directors may deem appropriate.

SECTION 6. Membership Registration. Certificates representing membership shall be distributed to all members of the Corporation. The Secretary shall record each member's name and address, as well as the date of membership, into the membership registry. The person or entity in whose name a membership is registered on the books of the Corporation shall be deemed by the Corporation to be the rightful member for all purposes.

SECTION 7. Transfer of Membership. Membership in this Corporation is not transferable or assignable except through transfer of a member's business wherein the registration or license issued by the USDA or its international equivalent remains the same; in the event of a transfer, the transferee shall receive the type of membership (voting or associate) held by the transferor. If a member wishing to transfer its membership meets the requirements in this Section, the member shall deliver written authorization to transfer the membership and proper evidence of the authority to transfer to the Secretary of the Corporation. Upon receipt of such authorization and evidence, the Secretary shall note the transfer of the membership in the membership registry.

SECTION 8. Annual Dues. The Board of Directors may determine from time-to-time the amount of initiation fee, if any, and annual dues payable to the Corporation by the members. The Board of Directors may determine different fees and dues, in dollar amount or in value, for each associate member; however, the manner or methodology in which the fees and dues for voting members are calculated or determined shall be applied consistently to each voting member. When any member shall be in default in the payment of dues for a period of at least one month from the beginning of the period for which such dues become payable, its membership may thereafter be terminated by the Board of Directors, as provided in Article II, Section 3, above.

SECTION 9. Annual Meeting. The annual meeting of the members shall be held in each calendar year at a place and time determined by the Board of Directors for the purpose of electing Directors and Officers and for the transaction of such other business as may come before the meeting. Only members in good standing shall have the right attend the annual meeting. Members desiring to bring specific items of business to the annual meeting must submit a request therefor, in writing, to the President (with a copy to the Secretary) at least thirty (30) days prior to the date of the annual meeting.

SECTION 10. Special Meetings. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of not less than one-third (1/3) of all members in good standing of the Corporation. Only members in good standing shall have the right to attend special meetings.

SECTION 11. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Texas, as the place of meeting for any annual meeting or special meeting of the members called by the Board of Directors.

SECTION 12. Notice of Meeting. Written or printed notice stating the place, date, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the President or the Secretary, or the officer or persons calling the meeting, to each member of record in good standing. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail and addressed to such member at his address as it appears on the membership registry of the Corporation, with postage thereon prepaid. Waiver by a member in writing of such notice of a members' meeting, signed by it, whether before or after the time of such meeting, shall be equivalent to the giving of such notice. Attendance by a member, whether in person or by proxy, at a members' meeting shall constitute a waiver of such notice, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because that meeting is not lawfully called or convened pursuant to law or these Bylaws.

SECTION 13. Record Date. Only those persons who are members of the Corporation sixty (60) days immediately prior to a meeting of the members will be entitled to notice of and to vote at such meeting.

SECTION 14. Voting Lists. The officer or agent having charge of the membership registry for the Corporation shall make, at least ten (10) days before each meeting of the members, a complete list of the names and addresses of the members entitled to vote at such meeting. Such list shall, for a period of ten (10) days prior to such meeting, be kept on file at the registered office of the Corporation, and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be posted at the meeting of the members and shall be subject to inspection by any member during the meeting.

SECTION 15. Quorum. At any meeting of the members, a quorum shall consist of

the number of voting members actually present, in person, at such meeting; provided, that a majority of the Directors and Officers then in office must be present to constitute a quorum. If a quorum shall not be present at any meeting of the members, the members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting at which a quorum shall later be present, any business may be transacted which might have been transacted at the meeting as originally convened. Once a quorum is present at any meeting, members may continue to transact business until adjournment, notwithstanding the withdrawal of members leaving less than a quorum.

SECTION 16. No Proxies. No voting member may vote by proxy at meetings of members.

SECTION 17. Actions Without a Meeting. Any action required to be taken, at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the voting members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the voting members.

SECTION 18. Telephonic Meetings. Meetings of the members of the Corporation may be conducted by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other.

ARTICLE III.
BOARD OF DIRECTORS

SECTION 1. General Power. The business and affairs of the Corporation shall be managed by its Board of Directors.

SECTION 2. Number, Tenure, and Qualifications. One (1) director shall be elected at the annual meeting of the members for every thirty (30) voting members in good standing on the record date of such meeting. In addition, any individual serving as an Officer of the Corporation shall serve as an ex officio Director. Upon resolution of the Board of Directors, the number of Directors may be increased or decreased, but no decrease shall have the effect of shortening the term of any incumbent Director, nor the effect of decreasing the total number of Directors to less than three (3). Each Director shall hold office until the next annual meeting of the members, unless earlier removed in accordance with the Articles of Incorporation, these Bylaws, or law, and until his successor shall have been elected and qualified. A Director who has served three (3) consecutive terms may again be re-elected after a lapse of one year since the Director's last term. A Director need not be a resident of the State of Texas, but shall be a voting member in good standing of the Corporation.

SECTION 3. Regular Meetings. A regular meeting of the Board of Directors shall be held, without other notice than this Section, immediately before and at the same place as each annual meeting of the members. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Texas, for the holding of additional regular meetings

without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or of one-third (1/3) of the Directors then in office. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Texas, as the place for holding any special meeting of the Board of Directors called by them.

SECTION 5. Notice. Notice of any special meeting shall be given at least five (5) days prior thereto by written notice delivered in person, by mail, or by telegram, to each Director at his business or residence address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Waiver by a Director in writing of such notice of a Directors' meeting, signed by it, whether before or after the time of such meeting, shall be equivalent to the giving of such notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because that meeting is not lawfully called or convened pursuant to law or these Bylaws. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice, or waiver of notice of such meeting.

SECTION 6. Quorum. A majority of the number of Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; provided that the President (or another Officer appointed by the President as his delegatee for this purpose) must attend the meeting in order to constitute a quorum. If less than such quorum be present at a meeting, then (i) if the President (or his delegatee) is present, the President may adjourn the meeting from time-to-time without further notice, or (ii) if the President (or his delegatee) is not present, a majority of the Directors present may adjourn the meeting from time-to-time without further notice.

SECTION 7. Manner of Acting.

(a) Actions at a Meeting. Except as provided in Paragraph (b) of this Section, Sections 6 and 13 of this Article, or as specifically provided otherwise in these Bylaws, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

(b) Actions Without a Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors or the Executive Committee or any other committee may be taken without a meeting, if a consent in writing, setting forth the action so taken, is signed by all of the members of the Board of Directors, Executive Committee, or other committee, as the case may be. Such consent shall have the same force and effect as a unanimous vote at a meeting.

(c) Telephonic Meetings. Meetings of the Board of Directors of the Corporation may be conducted by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other.

SECTION 8. Vacancies. Any vacancy in the Board of Directors occurring by reason of the removal of a Director or by an increase in the number of Directors shall be filled by the affirmative vote of a majority of the voting members present at a meeting at which a quorum is present. Any other vacancy occurring in the Board of Directors (including by reason of the death, resignation, failure or refusal to act of a Director) shall be filled by the affirmative vote of a majority of the remaining Directors, even if such remaining Directors be less than a majority of the Board of Directors; provided any vacancy resulting from an Officer's position being vacant shall be filled with a new Officer. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Upon two (2) unexcused absences at two (2) consecutive meetings of the Board of Directors by any Director, the remaining Directors, even if such remaining Directors comprise less than a quorum, may by majority vote deem such absences to be a failure or refusal to act by such Director.

SECTION 9. Removal. A Director may be removed, with or without cause, by the affirmative vote of a majority of the voting members present at a meeting which is called expressly for the purpose of such removal and at which a quorum is present.

SECTION 10. No Compensation. Directors shall not receive any compensation for their services as Directors. Notwithstanding the foregoing, Directors may be reimbursed for reasonable out-of-pocket expenses incurred on behalf of the Corporation or in attending meetings of the Board of Directors, and may receive compensation for serving the Corporation in any other capacity (if, and to the extent, authorized by a resolution adopted by the Directors).

SECTION 11. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors in which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting, or unless he shall file his written dissent to such action with the person acting as Secretary of the meeting before the adjournment thereof, or immediately after the adjournment of the meeting, or by forwarding such dissent by registered mail, posted on or before the fifth (5th) day following such meeting, to the Secretary of the Corporation. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 12. Conflicts of Interest. No contract or agreement may be entered into by and between the Corporation and any of the following: (a) a Director, Officer, committee member, or employee of the Corporation (hereinafter an "Insider"); or (b) any corporation, partnership, trust, sole proprietorship or any other entity (hereinafter an "Entity") in which an interest is owned or held, directly or indirectly, by or for the benefit of an Insider, unless (i) the transaction is approved in accordance with Article 1396-2.30 of the Texas Non-Profit Corporation Act; and (ii) if one or more of the parties to the contract is a "disqualified person" with respect to the Corporation with in the meaning of Section 4958 of the Internal Revenue Code, either (x) such transaction is reviewed and approved in accordance with the "rebuttable presumption safe harbor" provisions set forth in the regulations promulgated under Section 4958 of the Internal Revenue Code or (y) the Board of Directors or any committee thereof determines that such procedures are not necessary for the transaction involved and records its specific findings for making such determination; provided, however, that the following contracts and agreements shall not be subject to the foregoing

prohibition: a wholly gratuitous transfer of assets or promise to transfer assets to the Corporation of any kind, including, but not limited to, a charitable contribution of cash or property to the Corporation, an interest-free loan, a wholly gratuitous lease, a pledge, a guarantee, an assumption of liability, a bailment, or a consignment. All Insiders shall, as a condition of qualifying and continuing to qualify as a Director, Officer, committee member and/or employee of the Corporation, abide by such conflict of interest policies as the Board of Directors may adopt from time to time.

SECTION 13. Executive and Other Committees. There may be established an Executive Committee, and one or more other committees, composed of one or more Directors designated by resolution adopted by a majority of the Directors then in office. The Executive Committee or such other committees may meet at stated times, or on notice to all members by any one (1) member. A member of the Executive Committee may be removed by the majority vote of the Directors then in office at a regular meeting or at a special meeting called for that purpose. Vacancies in the membership of the Executive Committee or such other committees shall be filled by the majority vote of the Directors then in office at a regular meeting or at a special meeting called for that purpose. During the intervals between meetings of the Board, the Executive Committee, if it shall have been established, shall advise and aid the Officers of the Corporation in all matters concerning the Corporation's interests and the management of the Corporation's business, and generally perform such duties and exercise such powers as may be directed or delegated by the Board of Directors from time-to-time. The Board of Directors may delegate to the Executive Committee or such other committees the authority to exercise all the powers of the Board of Directors, except where action of the full Board of Directors is required by Texas law. The designation of and delegation of power to the Executive Committee shall not operate to relieve the Board of Directors, or any members thereof, of any responsibility imposed upon the Board of Directors or a Director by law.

ARTICLE IV. OFFICERS

SECTION 1. Number. The Officers of the Corporation shall be a President, a President-Elect, a Past-President, a Secretary, and a Treasurer. Other officers and assistant officers, as may be deemed necessary, may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except for the offices of President and Secretary.

SECTION 2. Election and Term of Office. The Officers of the Corporation shall be elected each year at the annual meeting of the members. Each Officer shall hold office until his successor shall have been duly elected and qualified, or until his earlier death, resignation or removal. A Director need not be a resident of the State of Texas, but shall be a member in good standing of the Corporation.

SECTION 3. Removal. Any Officer may be removed by the affirmative vote of a majority of the voting members in good standing, taking such action at any members' meeting, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any officer, assistant officer, or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be

served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. Vacancies. A vacancy in any office because of death, resignation, removal, failure or refusal to act by the person elected, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term. Upon two (2) unexcused absences at two (2) consecutive meetings of the Board of Directors by any Officer, the remaining Directors, even if such remaining Directors comprise less than a quorum, may vote to deem such absences to be a failure or refusal to act by such Officer.

SECTION 5. President. The President shall, when present, preside at all meetings of the members and all meetings of the Board of Directors. The President shall be the principal executive officer of the Corporation and shall in general supervise and conduct all of the business and affairs of the Corporation. The President (or another Officer appointed by the President as his delegatee for this purpose) may sign letters of good standing in connection with membership status. He may also sign, with or without the Secretary or any other proper Officer of the Corporation thereunto authorized by the Board of Directors, any deeds, bonds, mortgages, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other Officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time-to-time. The President shall sign all membership certificates, unless this duty is assigned by him to the President-Elect or to the Past-President.

SECTION 6. The President-Elect. In the absence of the President or in the event of his death, absence, resignation, inability, or refusal to act, the President-Elect shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any President-Elect shall perform such other duties as from time-to-time may be assigned to him by the President or by the Board of Directors.

SECTION 7. The Past-President. When the President and President-Elect of the Corporation shall be unavailable, the Past-President shall preside at all meetings of the members and all meetings of the Board; and shall perform such other duties as from time-to-time may be assigned to him by the President or by the Board of Directors.

SECTION 8. The Secretary. The Secretary shall: (i) keep the minutes of the members' meetings and the Board of Directors' meetings in one or more books provided for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws, or as required by law; (iii) be custodian of the corporate records and of the seal of the Corporation, and see that the seal of the Corporation is affixed to all documents, the execution of which, on behalf of the Corporation under its seal, is duly authorized; (iv) keep a register of the address of each member which shall be furnished to the Secretary by such member; (v) have general charge of the membership registry of the Corporation, and shall maintain records reflecting each member's class, as either voting or associate; and (vi) in general, perform all duties incident to the office of Secretary, and such other duties as from time-to-time may be designated to him by the President or by the

Board of Directors.

SECTION 9. The Treasurer. The Treasurer shall: (i) have charge and custody of, and be responsible for, all funds and securities of the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; and (ii) in general perform all of the duties incident to the office of Treasurer and such other duties as from time-to-time may be assigned to him by the President, or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum, and with such surety or sureties, as the Board of Directors shall determine.

SECTION 10. Assistant Secretaries and Assistant Treasurers. The assistant secretaries and assistant treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or by the Board of Directors. The assistant treasurers shall, respectively, if required by the Board of Directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine.

SECTION 11. Compensation. The compensation, if any, of all Officers of the Corporation shall be fixed from time to time by the Board of Directors. The Board of Directors may from time to time delegate to the President the authority to fix the compensation of any or all of the other employees and agents of the Corporation. Any Officer of the Corporation who receives compensation for his or her services in such capacity shall abstain from all discussions and voting with respect to the amount or any other aspect of such compensation.

ARTICLE V.
FISCAL YEAR

The Board of Directors shall, by resolution, fix the fiscal year of the Corporation. Unless otherwise provided, the fiscal year of the Corporation shall end on December 31st.

ARTICLE VI.
SEAL

The Board of Directors shall provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the Corporation, the state of incorporation, and the five-pointed Texas star.

ARTICLE VII.
PROCEDURE

Meetings of the members and of the Board of Directors shall be conducted in accordance with the procedure as contained in Robert's Rules of Order, to the extent applicable.

ARTICLE VIII.
INDEMNIFICATION

SECTION 1. Definitions. In this Article:

(a) "Indemnitee" means: (1) any present or former Director, advisory director, or Officer of the Corporation; (2) any person, while serving in any of the capacities referred to in clause (1) hereof, who is or was serving at the Corporation's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise; or (3) any person nominated or designated by (or pursuant to authority granted by) the Board of Directors or any committee thereof to serve at the Corporation's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(b) "Official Capacity" means (1) when used with respect to a Director, the office of Director of the Corporation, and (2) when used with respect to a person other than a Director, the elective or appointive office in the Corporation held by the advisory director or Officer, or the employment or agency relationship undertaken by the employee, agent, or other person in behalf of the Corporation; but, in both clauses (1) and (2), does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise.

(c) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

SECTION 2. Indemnification. The Corporation shall indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement, and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding in which he was, is, or is threatened to be made a named defendant or respondent, or in which he was or is a witness without being named a defendant or respondent, by reason, in whole or in part, of his serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 1 of this Article, if it is determined in accordance with Section 4 of this Article that the Indemnitee (1) conducted himself in good faith, (2) reasonably believed, in the case of conduct in his Official Capacity, that his conduct was in the Corporation's best interests and, in all other cases, that his conduct was at least not opposed to the Corporation's best interests, and (3) in the case of any criminal Proceeding, had no reasonable cause to believe that his conduct was unlawful; provided, however, that in the event that an Indemnitee is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the

indemnification (a) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding, and (b) shall not be made in respect of any Proceeding in which the Indemnitee shall have been found liable for willful or intentional misconduct in the performance of his duty to the Corporation. Except to the extent permitted in the immediately-preceding, first sentence of this Section, no indemnification shall be made under this Section in respect of any Proceeding in which such Indemnitee shall have been (i) found liable on the basis that personal benefit was improperly received by him, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (ii) found liable to the Corporation. The termination of any Proceeding by judgment, order, settlement, or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (1), (2), or (3) in the first sentence of this Section. An Indemnitee shall be deemed to have been found liable in respect of any claim, issue, or matter only after the Indemnitee shall have been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses shall include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee.

SECTION 3. Successful Defense. Without limitation of Section 2 of this Article and in addition to the indemnification provided for in Section 2 of this Article, the Corporation shall indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he is a witness or a named defendant or respondent because he served in any of the capacities referred to in Section 1 of this Article, if such person has been wholly successful on the merits or otherwise in defense of the Proceeding.

SECTION 4. Determinations. A determination of indemnification required under Section 2 of this Article shall be made: (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who at the time of such vote are not named defendants or respondents in the Proceeding; (2) if such a quorum cannot be obtained, by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all Directors (excluding Directors who are named defendants or respondents in the Proceeding), such committee consisting solely of two (2) or more Directors who at the time of the committee vote are not named defendants or respondents in the Proceeding; (3) by special legal counsel selected by the Board of Directors or a committee thereof by vote as set forth in clause (1) or (2) of this Section, respectively, or, if such quorum cannot be obtained and such a committee cannot be established, by a majority vote of all Directors (including Directors who are named defendants or respondents in the Proceeding); or (4) by the members in a vote that excludes the shares held by Directors that are named defendants or respondents in the Proceeding. Determination as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible be made by special legal counsel, determination as to reasonableness of expenses must be made in the manner specified in clause (3) of the preceding sentence for the selection of special legal counsel. In the event a determination is made under this Section that the Indemnitee has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

SECTION 5. Advancement of Expenses. Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness, or who was, is, or is threatened to be made a named defendant or respondent in a Proceeding shall be paid or reimbursed

by the Corporation at reasonable intervals in advance of the final disposition of such Proceeding, and without making any determination specified in Section 4 of this Article, after receipt by the Corporation of (1) a written affirmation by such Indemnitee of his good faith belief that he has met the standard of conduct necessary for indemnification by the Corporation under this Article, and (2) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Corporation if it is ultimately determined that indemnification of such Indemnitee against expenses incurred by him in connection with such Proceeding is prohibited by the first sentence of Section 2 of this Article. Such written undertaking shall be an unlimited general obligation of the Indemnitee but need not be secured, and it may be accepted without reference to financial ability to make repayment. Notwithstanding any other provision of this Article, the Corporation may pay or reimburse expenses incurred by an Indemnitee in connection with his appearance as a witness or other participation in a Proceeding at a time when he is not named a defendant or respondent in the Proceeding.

SECTION 6. Other Indemnification and Insurance. With respect to any person, the indemnification provided by this Article shall (1) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Corporation's Articles of Incorporation, any law, agreement or vote of members or disinterested Directors, or otherwise, or under any policy or policies of insurance purchased and maintained by the Corporation on behalf of any Indemnitee, both as to action in his Official Capacity and as to action in any other capacity, (2) continue as to a person who has ceased to be in the capacity by reason of which he was an Indemnitee with respect to matters arising during the period he was in such capacity, and (3) inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7. Notice. Any indemnification of or advance of expenses to an Indemnitee in accordance with this Article shall be reported in writing to the members of the Corporation with or before the notice or waiver of notice of the next meeting of the members or with or before the next submission to members of a consent to action without a meeting and, in any case, within the twelve (12) month period immediately following the date of the indemnification or advance.

SECTION 8. Construction. The indemnification provided by this Article shall be subject to all valid and applicable laws, including, without limitation, Article 1396-2.22A of the Texas Non-Profit Corporation Act, and in the event this Article or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Article shall be regarded as modified accordingly and, as so modified, to continue in full force and effect.

SECTION 9. Continuing Offer, Reliance, etc. The provisions of this Article (1) are for the benefit of, and may be enforced by, each Indemnitee of the Corporation, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Corporation to such Indemnitee, and (2) constitute a continuing offer to all present and future Indemnitees. The Corporation, by its adoption of these Bylaws: (1) acknowledges and agrees that each Indemnitee of the Corporation has relied upon and will continue to rely upon the provisions of this Article in serving, or having served, in any of the capacities referred to in Section 1.a. of this Article, (2) waives reliance upon, and all notices of acceptance of, the provisions of this Article by such

Indemnites, and (3) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of the Corporation.

SECTION 10. Effect of Amendment. No amendment, modification, or repeal of this Article or any provision hereof shall in any manner terminate, reduce, or impair the right of any past, present, or future Indemnites to be indemnified by the Corporation, nor the obligation of the Corporation to indemnify any such Indemnites, under and in accordance with the provisions of this Article as in effect immediately prior to such amendment, modification, or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification, or repeal, regardless of when such claims may arise or be asserted.

ARTICLE IX.
AMENDMENTS

These Bylaws shall be adopted by the Board of Directors of the Corporation. The power to alter, amend, or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors; provided, that any alteration, amendment or repeal must be approved by a majority of the voting members present at any duly organized members' meeting at which a quorum is present

The undersigned, being the duly elected and qualified Secretary of the Corporation, hereby certifies that the foregoing Amended and Restated Bylaws of the Corporation were duly adopted by the Board of Directors of the Corporation on December 4 . 2008.

Donald H Uveno _____, Secretary