BYLAWS
OF

PRIMROSE SCHOOLS FRANCHISEE COOPERATIVE ALLIANCE, INC.

(EFFECTIVE AS OF JULY 11, 2025)

BYLAWS
OF
PRIMROSE SCHOOLS FRANCHISEE COOPERATIVE ALLIANCE, INC.

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BYLAWS

OF

PRIMROSE SCHOOLS FRANCHISEE COOPERATIVE ALLIANCE, INC.

ARTICLE I

DEFINITIONS

As used in these Bylaws, the terms set forth below shall have the meanings indicated, as follows:

"Alliance" shall mean the Primrose Schools Franchisee Cooperative Alliance, Inc., a Texas nonprofit corporation.

"Articles of Incorporation" means the Articles of Incorporation of the Alliance, as amended from time to time.

"Board" shall mean the Board of Directors of the Alliance.

"Code" shall mean the Texas Nonprofit Corporation Code, as amended from time to time.

"Director(s)" shall mean any person or persons who are presently serving as a member of the Board.

"Incorporator" shall mean Lynn Manning, not individually, but as incorporator of the Alliance, as defined under the Code.

"Majority Interest" shall mean the controlling voting interest in a Member, defined hereunder, to be determined by the Directors on a case-by-case basis for any entity, taking into consideration all facts and circumstances surrounding the governance and administration of such entity. For the purposes of this definition, unless otherwise determined by the Directors, it shall be presumed that a 51% membership interest in a limited liability company, sole general partnership in any general or limited partnership, or the majority of stock in a corporation shall be a controlling voting interest.

"Member" shall mean a Primrose Schools Franchisee who has become a member of the Alliance in accordance with the criteria established pursuant to Article III, Section 1 of these Bylaws.

"Member Owner" shall mean the person identified as holding a Majority Interest in a Member. In the event that the Directors, in their sole and exclusive discretion, determine that no one (1) person holds a Majority Interest in a Member, the Alliance shall notify the affected Member to appoint a Member Owner. Within 30 days of receipt of such notice by the Member, such Member shall (i) at the sole and exclusive discretion of the Member, appoint one (1) person who either holds an interest in the Member or is then acting as a manager, director, or officer of the Member as the Member Owner of such Member and (ii) deliver notice to the Alliance of its

appointment of the Member Owner; however, the Directors may refuse to accept the designation of any person as a Member Owner for a Member when such designation is found by the Directors to not otherwise adhere to any of the terms and conditions of these Bylaws.

"President" shall mean the officer as shall be designated by the Board as having the duties of a chief executive officer in accordance with Section 14-3-840(a) of the Code, as further described in Section 3 of Article V of these Bylaws.

"Primrose Schools Franchisee" shall mean an entity that is party to a fully executed franchise agreement with Primrose School Franchising SPE, LLC or Primrose School Franchising II SPE, LLC for the operation of a school operated under the Primrose Schools brand.

"Secretary of State" shall mean the Secretary of State of Texas.

"Vice President, Communications" shall mean the officer as shall be designated by the Board as having the duties of a secretary in accordance with Section 14-3-840(a) of the Code, as further described in Section 4 of Article V of these Bylaws.

"Vice President, Finance" shall mean the officer as shall be designated by the Board as having the duties of a chief financial officer in accordance with Section 14-3-840(a) of the Code, as further described in Section 4 of Article V of these Bylaws.

ARTICLE II

NAME AND PURPOSE

SECTION 1. The name of the Alliance is the Primrose Schools Franchisee Cooperative Alliance, Inc.

SECTION 2. The purpose for which the Alliance is formed shall be to:

(a) Advance the interests and promote the development of the Primrose Schools brand;

(b) Provide a unified medium for Primrose Schools Franchisees whereby their interests may be safeguarded and advanced;

(c) Provide shared leadership and promote communications among Primrose Schools Franchisees for the purpose of gathering information and best practices from peers and disseminating profitable business practices;

(d) Develop and share tools, benchmarks, and resources to improve school performance, collaborate on solutions to common operational challenges, and identify and promote innovations that enhance the Primrose Schools brand; and

(e) Negotiate prices and develop programs with third-party suppliers and service providers for the collective benefit of the Primrose Schools Franchisees.

ARTICLE III

MEMBERSHIP AND MEETINGS OF MEMBERS

SECTION 1. QUALIFYING FOR MEMBERSHIP. Any Primrose Schools Franchisee with a principal place of business in a state set forth under Exhibit A attached hereto and incorporated by reference herein ("Qualifying Franchisee") is eligible to become a Member of the Alliance if (i) the Board approves the membership of such Qualifying Franchisee in the Alliance, and (ii) such Qualifying Franchisee executes the Alliance's Membership Agreement. Any change in or addition to the requirements for membership, other than changes in the amount of initial or periodic dues payable or non-substantive changes in documentation required to be submitted by applicants for membership, must be approved by the Board in accordance with Article XI. Any Member that owns, operates or has an interest in a business other than a Primrose Schools franchise may participate in the Alliance only in their capacity as a Primrose Schools Franchisee.

SECTION 2. ADMITTING MEMBERS AND RENEWING MEMBERSHIP. A Qualifying Franchisee may be admitted to membership in the Alliance by the Board. The Board may adopt and amend application procedures for membership in the Alliance from time to time. The Board may also adopt procedures for Members to renew or continue membership, including, without limitation, the method for paying all required dues and fees and submitting an application to renew membership. Any Qualifying Franchisee first being admitted as a Member of the Alliance must commit to participate as a Member in the Alliance for a minimum of two (2) consecutive years.

SECTION 3. DUES. Membership may be conditioned on payment of initial and periodic dues or membership fees as established from time to time by the Board. Each Member shall be liable to the Alliance for full payment of all membership dues or fees assessed against Members pursuant to this Section 3 that apply to the period of such Member's membership in the Alliance. No Member shall be liable, solely by virtue of being a Member of the Alliance, for acts, debts, liabilities or obligations of the Alliance.

SECTION 4. RESIGNATION FROM MEMBERSHIP. No person shall be made a Member without such person's express consent. Any Member may resign from membership, at any time following their first two (2) consecutive years of participation, by submitting to the President or the Vice President, Communications of the Alliance written notice of such resignation, which notice shall be effective in accordance with the provisions of Article X hereof, unless a later effective date is specified therein. Resignation from membership shall not relieve the resigning Member from any obligation for dues, assessments or other charges that had accrued and were unpaid before the effective date of the resignation, nor shall such resignation diminish any right of the Alliance to enforce any such obligation.

SECTION 5. INVOLUNTARY TERMINATION OF MEMBERSHIP.

(a) A Member may be expelled from membership in the Alliance without further notice or other procedure if such Member is delinquent in payment of dues or other regularly assessed periodic fees or any other assessment or charges incident to membership, if:

(i) written notice of the delinquency in payment has been sent by first-class or certified mail or e-mail to the last physical or e-mail address of the Member shown on the Alliance's records; and

(ii) payment of the full amount of the delinquency has not been made by the Member within thirty (30) days following the effective date of such written notice.

(b) A Member may be involuntarily suspended or expelled from membership in the Alliance if the Board determines that the Member has otherwise violated the Alliance's Articles of Incorporation, Bylaws, or other rules or procedures, after the Member has been provided with adequate notice and an opportunity to be heard.

(c) A Member who has been suspended or expelled shall be liable to the Alliance for all dues, assessments and fees as a result of obligations incurred or commitments made prior to or during such expulsion or suspension.

SECTION 6. REINSTATEMENT AFTER TERMINATION OF MEMBERSHIP. Any Primrose Schools Franchisee who voluntarily terminates their membership, or whose membership is otherwise terminated in accordance with these Bylaws, will not be eligible to reapply for membership for a period of two (2) years from the effective date of the termination. Reinstatement following this two (2)-year period shall be subject to the same application process and approval requirements as a new Member. The Alliance reserves the right to deny reinstatement in accordance with its established membership criteria and the discretion of the Board.

SECTION 7. VOTING RIGHTS OF MEMBERS. Except as otherwise expressly provided in the Articles of Incorporation, these Bylaws or the Code, the following matters shall be submitted to a vote of the Members for approval or disapproval: (i) election of the Directors; (ii) any such other matter as is required by the Articles of Incorporation or these Bylaws to be submitted to a vote of the Members; and (iii) any such other matters as the Board may, in its discretion, place before the Members for a vote.

SECTION 8. PLACE OF MEETING. The Board may designate any place within or outside the State of Texas as the place of meeting for any annual or special meeting of Members. If no designation is made, the place of meeting shall be the principal office of the Alliance.

SECTION 9. ANNUAL MEETING.

(a) An annual meeting of the Members shall be held in September of each year, on a date other than a legal state or federal holiday, at such time and place as the Board shall determine, at which time:

(i) the President and the Vice President, Finance shall report on the activities and financial condition of the Alliance;

(ii) the Members shall elect Directors to the extent required consistent with the provisions of Article V hereof; and

(iii) the Members shall consider and act on such matters as may be raised consistent with the notice requirements of the Code and these Bylaws.

(b) Notwithstanding the foregoing, the Board may cause the annual meeting of Members to be held during such other month and on such other date in any year as the Board shall determine to be in the best interests of the Alliance, and any business transacted at that meeting shall have the same validity as if transacted on the date designated herein.

SECTION 10. SPECIAL MEETINGS. Except to the extent otherwise prescribed by statute or the Articles of Incorporation, special meetings of the Members, for any purpose or purposes, may be called by the President or a majority of the individual members of the Board.

SECTION 11. NOTICE TO MEMBERS. Requirements with respect to the giving of notice and waiver of notice shall be governed by the provisions of Article X of these Bylaws.

SECTION 12. QUORUM AND VOTING REQUIREMENTS. Except as otherwise provided by the Articles of Incorporation or the Code:(a) Each Member in good standing is entitled to one (1) vote on each matter voted on by the Members, regardless of the number of Primrose Schools operated by the Member, which vote will be exercised by the Member Owner of such Member. A Member in good standing is one who has paid all required dues and fees as of ten (10) days before the date of the meeting.

(b) A majority of the Members entitled to vote at any meeting, represented in person by the Member Owner of such Member or by proxy, shall constitute a quorum at a meeting of the Members. Every decision of a majority of such quorum shall be valid as a corporate act unless a larger vote is required by the Articles of Incorporation, these Bylaws or the Code.

SECTION 13. PROXIES. The Member Owner of each Member shall be entitled to vote by proxy, provided that no proxy shall be: (i) effective unless given in writing and signed, either personally by the Member Owner of such Member or his attorney-in-fact; (ii) effective until received by the Vice President, Communications or other officer or agent authorized to tabulate votes; or (iii) valid after eleven (11) months from its date, unless said proxy expressly provides for a longer period.

SECTION 14. ACTION TAKEN WITHOUT MEETING. Any action that may be taken at any annual or special meeting of Members may be taken without a meeting if a consent in writing setting forth the action so taken is signed by all of the Members or their proxy. The consent shall be placed in the minute book of the Alliance and shall have the same force and effect as a unanimous vote of the Members taken at a meeting duly held.

SECTION 15. MEMBERSHIP NOT TRANSFERABLE. Membership in the Alliance is not transferable. Any successor to a Member must apply to and be admitted as a Member of the Alliance.

ARTICLE IV

DIRECTORS

SECTION 1. GENERAL POWERS. All corporate powers of the Alliance shall be exercised by or under the authority of, and the business and affairs of the Alliance managed under the direction of, its Board, subject to any limitation set forth in the Articles of Incorporation.

SECTION 2. NUMBER, TENURE, QUALIFICATIONS.

(a) The Board shall consist of five (5) Directors. The initial Directors of the Board shall be those persons so designated in the Action Without Meeting of the Incorporator dated August 13, 2025, attached hereto as Exhibit B and incorporated by reference herein (such persons hereinafter referred to as the "Initial Directors").

(b) The Initial Directors shall serve until the first annual meeting of the Members or until a Director's earlier resignation, removal from office or death. Thereafter, each Director shall hold office for a term of five (5) years until the next annual meeting of Members and until a Director's successor has been duly elected and has qualified, or until the Director's earlier resignation, removal from office or death. Notwithstanding the foregoing, the first (1st) term of the initial Director serving as President will be seven (7) years and the first (1st) term of the initial Director serving as Executive Vice President will be six (6) years. Any Directors not otherwise addressed hereunder may serve multiple and up to three (3) consecutive terms.

(c) Directors shall be natural persons who are eighteen (18) years of age or older and owners, officers, partners or employees of a Member but need not be residents of the State of Texas unless the Articles of Incorporation require otherwise. No more than one (1) resident of any State listed on Exhibit A may serve on the Board at any time.

SECTION 3. NOMINATING AND ELECTING DIRECTORS. At any meeting at which the election of a Director is held, a Member in good standing may nominate one (1) owner, officer, or director of a Member. A person who meets the qualifications for Director and who has been duly nominated may be elected as a Director. Directors will be elected by the vote of the Members.

SECTION 4. VACANCIES, HOW FILLED. If any vacancy shall occur in the Board by reason of the resignation, removal or death of a Director, the remaining Directors shall continue to act, and such vacancy may be filled by the affirmative vote of the majority of the Directors then in office. A Director so elected to fill a vacancy by the Directors shall be elected for the unexpired term of his predecessor in office.

SECTION 5. COMPENSATION. Directors shall receive no compensation for their services on the Board but shall be entitled to receive reimbursement for expenses reasonably incurred on behalf of the Alliance in performance of the duties of such Directors.

SECTION 6. PLACE OF MEETING. The Board may hold its meetings at such place or places within or outside of the State of Texas as it may from time to time determine.

SECTION 7. MEETINGS. A regular annual meeting of the Board shall be held, without other notice than required under the Bylaws immediately after, and at the same place as, the annual meeting of the Members. The Board may provide, by resolution, the time and place, within or outside of the State of Texas, for the holding of additional regular meetings without other notice than such resolution. Special meetings of the Board may be called at any time by the President.

SECTION 8. GENERAL PROVISIONS REGARDING NOTICE AND WAIVER. Except as otherwise expressly provided in this Article IV, matters relating to notice to directors and waiver of notice by Directors shall be governed by the provisions of Article X of these Bylaws.

SECTION 9. QUORUM. At all meetings of the Board, unless otherwise provided in the Code, the Articles of Incorporation or other provisions of these Bylaws, the presence of a majority of the number of Directors then-prescribed in accordance with Section 2 of this Article IV shall constitute a quorum for the transaction of business. In the absence of a quorum a majority of the Directors present at any meeting may adjourn from time to time until a quorum be had. Notice of the time and place of any adjourned meeting need only be given by announcement at the meeting at which adjournment is taken.

SECTION 10. MANNER OF ACTING. Except as expressly otherwise provided by the Articles of Incorporation or other provisions of these Bylaws, if a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board.

SECTION 11. COMMITTEES.

(a) Except as otherwise provided by the Articles of Incorporation, the Board may create one or more committees to further the functions and purposes of the Alliance and appoint to serve thereon current members of the Board. Each committee may have one or more members, who shall serve at the pleasure of the Board.

(b) The provisions of these Bylaws and of the Code which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board, shall apply as well to committees created under this Section 11 and their members.

(c) Each committee may exercise the authority specified in the resolution of the Board creating such committee.

SECTION 12. ACTION WITHOUT FORMAL MEETING. Except as expressly otherwise provided in the Articles of Incorporation, any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if written consent thereto (which may take the form of one or more counterparts) is signed by all members of the Board (or such committee, as the case may be), and such written consent is filed with the minutes of the proceedings of the Board or committee. A consent executed in accordance herewith has the effect of a meeting vote and may be described as such in any document.

SECTION 13. CONFERENCE CALL MEETINGS. Directors, or any committee of the Board, may participate in a meeting of the Board or committee by means of conference telephone

or similar communications equipment by means of which all persons participating in the meeting can simultaneously hear each other during the meeting, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

SECTION 14. RESIGNATION. A Director may resign at any time by giving written notice of resignation to the Board, which notice shall be effective in accordance with the provisions of Article X hereof, unless a later effective date is specified therein. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 15. REMOVAL. A Director may be removed from office pursuant to law or with or without cause by the action of a majority of the entire Board, excluding the Director subject to the proposed removal. Notice of the proposed removal shall be given to all Directors of the Alliance prior to action thereon.

ARTICLE V

OFFICERS

SECTION 1. GENERALLY. The officers of the Alliance shall be chosen by the Board and shall consist of a President; Executive Vice President; Vice President, Communications; Vice President, Operations; and Vice President, Finance. Any two (2) or more offices may be held by the same person, except the offices of President and Vice President, Communications.

SECTION 2. VACANCIES. A vacancy in any office because of resignation, removal or death may be filled by the Board for the unexpired portion of the term, or if so provided by resolution of the Board, by an officer of the Alliance to whom has been delegated the authority to appoint the holder of such vacated office.

SECTION 3. PRESIDENT. The President shall be the principal executive officer of the Alliance. Subject to the control of the Board, the President shall in general manage, supervise and control all of the business and affairs of the Alliance. The President shall, when present, preside at all meetings of the Members of the Alliance. The President may sign, individually or in conjunction with any other proper officer of the Alliance thereunto authorized by the Board, any policies of insurance, contracts, or other instruments which the Board has authorized to be executed, except in cases where the execution thereof shall be expressly delegated by the Board or by the Bylaws to some other officer or agent of the Alliance, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of the President of the Alliance and such other duties as may be prescribed by the Board from time to time. The initial President of the Alliance shall be the Initial Director so designated in the Action Without Meeting of the Incorporator dated August 13, 2025, attached hereto as Exhibit B and incorporated by reference herein, and shall serve for a term of seven (7) years. All Presidents serving subsequent to the initial President shall serve for a term of five (5) years.

SECTION 4. VICE PRESIDENT, COMMUNICATIONS. The Vice President, Communications shall: (i) attend and keep the minutes of the member meetings and of the Board's 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 otherwise required by law or the

provisions of the Articles of Incorporation; (iii) be custodian of the corporate records and of the seal of the Alliance and see that the seal of the Alliance is affixed to all documents that are specified as being executed under seal; (iv) maintain, or cause an agent designated by the Board to maintain, a record of the Alliance's members in a form that permits the preparation of a list of the names and addresses of all members in alphabetical order; (v) have responsibility for the custody, maintenance and preservation of those corporate records which the Alliance is required by the Code or otherwise to create, maintain or preserve; and (vi) in general perform all duties incident to the legal office of "Secretary," as described in the Code, and such other duties as from time to time may be assigned to him or her by the Board. All Secretaries shall serve for a term of five (5) years.

SECTION 5. VICE PRESIDENT, FINANCE. The Vice President, Finance, unless otherwise determined by the Board, shall: (i) have charge and custody of and be responsible for all funds and securities of the Alliance; (ii) receive and give receipts for monies due and payable to the Alliance from any source whatsoever, and deposit all such monies in the name of the Alliance in such banks, trust companies or other depositories as shall be selected by the Board; and (iii) in general perform all the duties incident to the office of Vice President, Finance and such other duties as from time to time may be assigned by the Board. All Vice Presidents, Finance shall serve for a term of five (5) years.

SECTION 6. EXECUTIVE VICE PRESIDENT. The Executive Vice President shall perform the duties of the President in the event of the President's absence or inability or refusal to act. Any Executive Vice President shall perform the other duties that from time to time may be assigned to him or her by the Board. The initial Executive Vice President of the Alliance shall be the Initial Director so designated in the Action Without Meeting of the Incorporator dated August 13, 2025, attached hereto as Exhibit B and incorporated by reference herein, and shall serve for a term of six (6) years. All Executive Vice Presidents serving subsequent to the initial Executive Vice President shall serve for a term of five (5) years.

SECTION 7. VICE PRESIDENT, OPERATIONS. The Vice President, Operations shall: (i) oversee the operational activities of the Alliance in accordance with policies and directives established by the Board; and (ii) perform the other duties that from time to time may be assigned to him or her by the Board. All Vice Presidents, Operations shall serve for a term of five (5) years.

SECTION 8. RESIGNATION. An officer may resign at any time by giving written notice of resignation to the Board, which notice shall be effective in accordance with the provisions of Article X hereof, unless a later effective date is specified therein. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 9. REMOVAL. Any officer may be removed from office pursuant to law or with or without cause by the action of a majority of the entire Board, excluding the Director serving as the officer subject to the proposed removal. Notice of the proposed removal shall be given to all Directors of the Alliance prior to action thereon.

ARTICLE VI

INDEMNIFICATION

SECTION 1. INDEMNIFICATION PROVISIONS. Except as otherwise required by law, the Alliance shall indemnify each Director and officer of the Alliance who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative or investigative, by reason of the fact that he or she is or was a Director or officer of the Alliance or is or was serving at the request of the Alliance as a Director or officer, against all expenses (including attorneys' fees and costs), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit or proceeding, including any appeal thereof, if he or she acted in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interests of the Alliance, and with respect to any criminal action or proceeding, if he or she had no reasonable cause to believe his or her conduct was unlawful. Any indemnification hereunder shall be made only on a determination by a majority vote of disinterested members of the Board, or in any other manner permitted by law, that indemnification is proper in the particular circumstances because the party to be indemnified has met the applicable standard of conduct. Indemnification hereunder may be paid by the Alliance in advance of the final disposition of any action, suit or proceeding on a preliminary determination that the Director or officer met the applicable standard of conduct and on receipt of an undertaking by or on behalf of the Director or officer to repay such amount if it is ultimately determined that he or she is not entitled to indemnification under this Article. The indemnification provided for herein shall continue as to any person who has ceased to be a Director or officer of the Alliance and shall inure to the benefit of the personal representatives, administrators, executors or heirs of such person.

SECTION 2. INSURANCE. The Alliance may purchase and maintain insurance on behalf of an individual who is or was a Director, officer, or agent of the Alliance or who, while a Director, officer or agent of the Alliance, is or was serving at the request of the Alliance as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a director, officer, or agent, whether or not the Alliance would have power to indemnify him or her against the same liability under this Article VI or applicable law.

SECTION 3. EXPENSES FOR APPEARANCE AS WITNESS. Nothing contained in this Article VI shall be deemed to limit the Alliance's power to pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she has not been made a named defendant or respondent to the proceeding.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Alliance shall be established by the Board or, in the absence of Board action establishing such fiscal year, by the President.

ARTICLE VIII

SEAL

The corporate seal shall be in such form as shall be specified in the minutes of the organizational meeting of the Alliance, or as the Board may from time to time determine.

ARTICLE IX

REGISTERED OFFICE AND REGISTERED AGENT

SECTION 1. REGISTERED OFFICE. The address of the initial registered office of the Alliance is 1090 Fairfield Drive, Marietta, GA, 30068, USA and the name of the initial registered agent is as set forth in the Articles of Incorporation. The Alliance may amend this Article IX at any time to change its registered office or registered agent, without further action of its officers or Directors, by filing with the Secretary of State a notice of such change, in accordance with Section 14-3-502 of the Code, or any successor statute.

SECTION 2. OTHER OFFICES. The Alliance may have other offices at such places within or without the State of Texas as the Board may from time to time designate or the business of the Alliance may require or make desirable.

ARTICLE X

GENERAL PROVISIONS REGARDING NOTICES

SECTION 1. NOTICES. Except as otherwise provided in the Articles of Incorporation or these Bylaws, or as otherwise required by applicable law:

(a) Any notice required by these Bylaws or by law shall be in writing unless oral notice is reasonable under the circumstances.

(b) Notice may be communicated in person, by telephone, telegraph, teletype, email or other form of wire, wireless or electronic communication; or by mail or private carrier. If these forms of notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television or other form of public broadcast communication.

(c) Written notice by the Alliance to any person, if in a comprehensible form, is effective when mailed, if mailed with first-class postage prepaid and correctly addressed to the Member's address shown in the Alliance's current records, or if sent by email to a person, is effective 24 hours after such email is sent if no email delivery failure or bounce-back message has occurred with respect to such email; provided that if the Alliance has more than 500 Members of record entitled to vote at a meeting and if notice is to be given by postal mail, it may utilize a class of mail other than first class if the notice of the meeting is mailed, with adequate postage prepaid, not less than 30 days before the date of the meeting.

(d) Written notice to the Alliance may be addressed to its registered agent at its registered office or to the Alliance or its Vice President, Communications at its principal office shown in its most recent annual registration with the Secretary of State.

(e) Except as provided in subsection (c) of this Section 1, written notice, if in a comprehensible form, is effective at the earliest of the following:

(i) When received, or when delivered, properly addressed, to the addressee's last known principal place of business or residence;

(ii) Five (5) business days after its deposit in the mail, as evidenced by the postmark, if mailed with first-class postage prepaid and correctly addressed;

(iii) On the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee; or

(iv) 24 hours after such email is sent if no email delivery failure or bounce-back message has occurred with respect to such email.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

(g) In calculating time periods for notice under these Bylaws, when a period of time measured in days, weeks, months, years or other measurement of time is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted.

SECTION 2. WAIVER OF NOTICE. Except as otherwise provided or required by the Articles of Incorporation, these Bylaws or applicable law:

(a) A person may waive any notice required to be given to such person, before or after the date and time stated in the notice. The waiver must be in writing, be signed by the affected person entitled to the notice, and be delivered to the Alliance for inclusion in the minutes or filing with the Alliance's corporate records.

(b) A person's attendance at any meeting:

(i) Waives objection to lack of notice or defective notice of the meeting, unless the person at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and

(ii) Waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the person objects to considering the matter when it is presented.

(c) Neither the business transacted nor the purpose of the meeting need be specified in the waiver.

ARTICLE XI

AMENDMENTS

SECTION 1. AMENDMENTS. The Board shall have the right at any time and from time to time to amend, in whole or in part, any or all of the provisions of these Bylaws, upon a vote of sixty-six and 2/3 percent (66 2/3%) of the individual members of the full Board, and in accordance with such other terms and procedures as are set forth in these Bylaws.

ARTICLE XII

MISCELLANEOUS

SECTION 1. CONTRACTS. The Board may authorize any officer or officers, or agent or agents, of the Alliance, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Alliance, and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS OR ORDERS FOR PAYMENT. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Alliance shall be signed by the Vice President, Finance.

SECTION 3. BOOKS AND RECORDS. The Alliance shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board and any committees having any authority of the Board.

SECTION 4. GENDER AND NUMBER. Wherever any words are used herein in the masculine or feminine, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

SECTION 5. HEADINGS. The headings and subheadings of these Bylaws have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

SECTION 6. BYLAWS BINDING. These Bylaws shall be binding upon the heirs, executors, administrators, successors and assigns of any and all parties hereto, present and future.

SECTION 7. SEVERABILITY. If any provision of these Bylaws shall be held invalid or unenforceable, such invalidity or non-enforceability shall not affect any other provisions hereof, and these Bylaws shall be construed and enforced as if such provision had not been included.

EXHIBIT A

- Alabama
- Arizona
- Arkansas
- District of Columbia
- Florida
- Georgia
- Illinois
- Indiana
- Iowa
- Kansas
- Kentucky
- Michigan
- Minnesota
- Missouri
- Nebraska
- Nevada
- North Carolina
- Ohio
- Oklahoma
- Oregon
- Pennsylvania
- South Carolina
- Tennessee
- Texas
- Virginia
- Washington
- Wisconsin

EXHIBIT B