

**AMENDED AND RESTATED
BYLAWS
OF**

**ALLIANCE FRANCAISE DE LOS ANGELES
(A California Non-Profit Public Benefit Corporation)**

**ARTICLE I.
NAME AND OFFICES**

Section 1.01 Name. The name of this corporation is “Alliance Francaise de Los Angeles” which will be hereinafter referred to as the “Alliance”.

Section 1.02 Principal Office. The principal office of the Alliance for the transaction of business shall be located in Los Angeles, California.

Section 1.03 Other Offices. The Alliance may also have offices at such other places, within the Southern California, as its business may require and as the board of directors of the Alliance (the “Board”) may, from time to time, designate.

**ARTICLE II.
PURPOSES AND POWERS**

Section 2.01 Purpose. The mission and purpose of the Alliance is to promote education and instruction in the French language, literature and other French cultural spheres, to promote exchanges between Southern California and France at the educational and cultural levels, to enable the general public to broaden its understanding of the foregoing and to engage in and promote all activities furthering this purpose.

Section 2.02 Powers. The Alliance shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the Alliance is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the Alliance may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

Section 2.03 Nonprofit Status and Exempt Activities Limitation.

(a) Nonprofit Legal Status. The Alliance is a non-profit public benefit corporation organized in accordance with the laws of the State of California and the by-laws of the Alliance Francaise, created in Paris in 1883 and updated by the Fondation Alliance Francaise in Paris (whose US headquarters is located in Chicago, Illinois) (the “Fondation”) as of January 1, 2008, and recognized as tax exempt under Section 501(c)(3) of the United States Internal Revenue Code.

(b) Exempt Activities Limitation. Notwithstanding any other provision of these Bylaws, no director, officer, employee, member, or representative of the Alliance shall take

any action or carry on any activity by or on behalf of the Alliance not permitted to be taken or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code as it now exists or may be amended, or by any organization contributions to which are deductible under Section 170(c)(2) of such Code and Regulations as it now exists or may be amended. No part of the net earnings of the Alliance shall inure to the benefit of, or be distributable to, any director, officer, member, or other private person, except that the Alliance shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the of the purposes set forth in the Articles of Incorporation and these Bylaws.

Section 2.04 Nondiscrimination. The Alliance has no political or religious affiliations and does not allow any form of discrimination.

ARTICLE III. **MEMBERSHIP**

Section 3.01 No Membership Classes. The Alliance shall have no members within the meaning of Section 5056 of the California Nonprofit Corporation Law. Any action which otherwise would require approval of the members shall require approval only of the Board.

Section 3.02 Members. Nothing in this Article III shall be construed as limiting the right of the Alliance to refer to persons associated with it as “members” even though such persons are not members, and no such reference shall constitute anyone a member within the meaning of Section 5056 of the California Nonprofit Corporation Law. The Board may, in its discretion, create categories of non-voting members with rights, privileges and obligations as established by the Board in its sole discretion, including, without limitation, the following: (1) “Honorary Members” who are individuals or entities that have contributed in a notable way to the advancement, instruction in and knowledge of the French language and, (2) “Regular Members” who are those persons who pay dues along with enrolling in language classes and/or attending cultural activities or events.

Section 3.03 Dues and Qualifications. The Board shall determine, in its discretion, the dues payable by, and the qualifications required of, members of the Board.

ARTICLE IV. **DIRECTORS**

Section 4.01 Powers. Subject to any limitations in the Articles or these Bylaws and to comply with any applicable laws, the activities and affairs of the Alliance shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the Alliance to any person or persons or committee however composed, provided that the activities and affairs of the Alliance shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

Section 4.02 Number and Election. The management and control of the property and affairs of the Alliance shall be vested in a Board consisting of not less than five (5) and not more than fifteen (15) directors who shall be nominated by the Board and elected by the Board through

ballot at each annual meeting of the Alliance or any special meeting. The exact number of directors shall be fixed, within the limits specified, by resolution duly adopted by the Board.

Section 4.03 Selection and Term of Office. The term of office of each director shall be three (3) years. No director shall serve more than three (3) consecutive three (3)-year terms, without a one year absence.

Section 4.04 Director Compensation. Directors shall serve without compensation except that they shall be allowed and paid actual and necessary expenses made on behalf of the Alliance and determined by the Board to be just and reasonable. Salaried employees of the Alliance shall not be directors.

Section 4.05 Non-Liability of Directors. The directors shall not be personally liable for the debts, liabilities, or other obligations of the Alliance.

Section 4.06 Annual Meeting. The Board shall hold an annual in-person meeting for the purpose of electing officers and conducting any other business that may come before the Board. Annual meetings of the Board shall be held on such dates and at such times as may be fixed by the Board.

Section 4.07 Regular Meetings. Regular meetings of the Board shall be held at least once every quarter for the purpose of dealing with current affairs of the Alliance and in order to plan future events. Regular meetings of the Board may be held without notice if the time and place of the meetings are fixed by the Board.

Section 4.08 Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President of the Board, any Vice President, the Secretary, or any two directors.

Section 4.09 Place of Meetings. Meetings of the Board may be held at a place within Southern California that has been designated by resolution of the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Alliance.

Section 4.10 Notice. Unless otherwise fixed in advance by the Board, annual and special meetings of the Board shall be held upon ten (10) days' notice by first-class mail or forty-eight (48) hours' notice delivered personally or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages, telegraph, facsimile, electronic mail, or other electronic means. Any such notice shall be addressed or delivered to each director at such director's address as it is shown upon the records of the Alliance or as may have been given to the Alliance by the director for purposes of notice or, if such address is not shown on such records or is not readily ascertainable, at the place where the meetings of the directors are regularly held. Notice by mail shall be deemed to have been given at the time a written notice is deposited in the United States mails, postage prepaid. Any other written notice shall be deemed to have been given at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or actually transmitted by the person giving the notice by electronic means, to the recipient.

Section 4.11 Waiver of Notice. Notice of a meeting need not be given to a director who signed a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to that director. These waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. A waiver of notice need not specify the purpose of any regular or special meeting of the Board.

Section 4.12 Adjournment. A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent directors if the time and place be fixed at the meeting adjourned, except as provided in the next sentence. If the meeting is adjourned for more than twenty-four (24) hours, notice of an adjournment to another time or place shall be given prior to the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 4.13 Quorum. A majority of the directors authorized pursuant to these bylaws constitutes a quorum of the Board for the transaction of business. Every act taken or decision by a simple majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as an act of the Board, subject to the provisions of the California Nonprofit Corporation Law, including, without limitation, those provisions relating to the (1) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (2) creation of, and appointment to, committees of the Board and (3) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action is approved by at least a majority of the required quorum for that meeting.

Section 4.14 Means of Participation in Meetings. Members of the Board may participate in a meeting, or a committee meeting, through use of conference telephone, electronic video screen communication, or other communications equipment. Participation in any meeting of the Board, other than at the annual meeting, may take place by conference telephone or similar communication equipment, so long as all directors participating can hear one another, and all such directors shall be deemed to be present in person at such meeting. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) pursuant to this subdivision constitutes presence in person at that meeting if all of the following apply:

(a) Each director participating in the meeting can communicate with all of the other directors concurrently.

(b) Each director is provided the means of participating in all matters before the Board, including, without limitation, the capacity to propose, or to interpose an objection to, a specific action to be taken by the Alliance.

(c) The Alliance adopts and implements some means of verifying both of the following:

(d) A person participating in the meeting is a director or other person entitled to participate in the Board meeting.

(e) All actions of, or votes by, the Board are taken or cast only by the directors and not by persons who are not directors.

Section 4.15 Dues. The Board is to determine the annual dues payable by members of the Board.

Section 4.16 Vacancies. Vacancies on the Board shall be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining director at any regular or special meeting of the Board. Each director so elected shall hold office until the expiration of the term of the replaced director and until a successor has been selected and qualified. A vacancy on the Board shall be deemed to exist in case of the death, resignation or removal of any director or an increase in the authorized number of directors. The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Sections 5230 through 5239 of the Law. Subject to Section 5222(f) of the Law, the Board may also remove any director without cause if the removal is approved by a majority of the directors then in office. Any reduction of the authorized number of directors or any amendment reducing the number of classes of directors does not remove any director prior to the expiration of the director's term of office.

Section 4.17 Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board. For purposes of this Section 4.18, "all members of the Board" shall not include any "interested director" as defined in Section 5233 of the Law.

ARTICLE V.

COMMITTEES OF THE BOARD

Section 5.01 Committees of Directors. The Board may, by resolution adopted by a majority of the directors then in office, create one or more Board Committees ("Committees"), including an executive committee, each consisting of two or more directors, to serve at the discretion of the Board. Any Committee, to the extent provided in the resolution of the Board, may be given the authority of the Board except that no Committee may:

- (a) fill vacancies on the Board or in any Committee which has the authority of the Board;
- (b) amend or repeal Bylaws or adopt new Bylaws;
- (c) amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (d) appoint any other Committees or the members of these Committees;

(e) expend corporate funds to support a nominee for director after more persons have been nominated than can be elected; or

(f) approve any transaction (i) between the Alliance and one or more of its directors or (ii) between the Alliance and any entity in which one or more of its directors have a material financial interest.

Section 5.02 Meetings and Action of Board Committees. Meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of Article IV concerning meetings of directors, with such changes in the context of Article IV as are necessary to substitute the Committee and its members for the Board and its members, except that the time for regular meetings of Committees may be determined by resolution of the Board, and special meetings of Committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any Committee not inconsistent with the provisions of these Bylaws. In the absence of rules adopted by the Board, the Committee may adopt such rules.

Section 5.03 Quorum Rules for Board Committees. A majority of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. A majority of the Committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Committee members, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 5.04 Revocation of Delegated Authority. The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

Section 5.05 Advisory Committees. The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees need not, but may, be directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

ARTICLE VI. **OFFICERS**

Section 6.01 Officers. The officer of the Alliance shall be a President, one or more Vice Presidents, a Chief Financial Officer or a Treasurer and a Secretary. The Alliance may also have such other officers with such titles and duties as may be determined by the Board.

Section 6.02 Election of Officers. The officers of the Alliance shall be chosen annually by the Board and shall serve at the pleasure of the Board. Such officers shall hold their respective offices for one (1) year or until their resignation, removal or other disqualification from service. The officers shall consist of a President, one or more Vice Presidents, a Chief Financial Officer or a Treasurer, and a Secretary. No one person shall hold more than one office.

Section 6.03 Removal and Resignation. Any officer may be removed, either with or without cause, by the Board at any time. Any such removal shall be subject to the rights, if any, of an officer under any contract of employment. Any officer may resign at any time upon written notice to the alliance without prejudice to the rights, if any, of the Alliance under any contract to which the officer is a party. 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.

Section 6.04 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for the regular election of appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 6.05 President. The President of the Board is the general manager and chief executive officer of the Alliance and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the Alliance. The President has the general powers and duties of management usually vested in the office of president and general manager of a corporation and such other powers and duties as may be prescribed by the Board, including, but not be limited to, compliance with all applicable state and federal laws and adherence to all adopted resolutions formally adopted by the Board. The President, if present, shall preside at all meetings of the Board.

Section 6.06 Vice Presidents. In the absence or disability of the President, the Vice President, if any be appointed, in order of their rank as fixed by the Board or, if not ranked, the Vice President designated by the Bard, 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 upon, the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed for them by the Board. In the absence of the President, the Vice Presidents, in order of rank as fixed by the Board, or if not ranked a Vice President designated by the President, shall stand in for the President at all Board meetings.

Section 6.07 Chief Financial Officer or Treasurer. The duties and responsibilities of the Chief Financial Officer or the Treasurer shall include, but not be limited to, the following:

(a) Keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties of the Alliance, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements;

(b) Prepare or cause to be prepared and certify or cause to be certified, the financial statements;

(c) Deposit or cause to be deposited, all the money and other valuables in the name of the Alliance and to credit to the Alliance, with such depositories as may be designated by the Board;

(d) Disburse or cause to be disbursed, the funds of the Alliance as ordered by the Board;

(e) Render or cause to be rendered an accounting to the Board, when requested; and

(f) such other powers and the performance of such other duties as from time to time may be prescribed by the Board.

Section 6.08 Secretary. The duties and responsibilities of the Secretary shall include, but not be limited to, the following:

(a) Certify and keep at the principal office of the Alliance, the original or a copy of the by-laws, as amended to date;

(b) Keep or cause to be kept at the principal office of the Alliance, a book of minutes of all meetings and proceedings and actions of directors;

(c) Cause or cause to be given, notice of all meetings of the Board in accordance with the bylaws; and

(d) such other powers and the performance of such other duties as from time to time may be prescribed by the Board.

Section 6.09 Executive Director. The Executive Director shall, subject to the control of the Board, supervise, direct and control the business affairs of the Alliance and have such other powers and perform such other duties as may from time to time be prescribed by the Board. The Executive Director may delegate his or her responsibilities and powers subject to the control of the Board.

ARTICLE VII.

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 7.01 Definitions. For the purpose of this Article VII:

(a) “agent” means any person who is or was a director, officer, employee, or other agent of the Alliance, or is or was serving at the request of the Alliance as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Alliance or of another enterprise at the request of the predecessor corporation;

(b) “proceeding” means any threatened, pending, or completed action or proceeding to which the Alliance or its agent is a party, whether civil, criminal, administrative or investigative; and

(c) “expenses” includes, without limitation, all attorneys’ fees, costs and any other expenses incurred in the defense of any claims or proceedings against an agent by reason of his position or relationship as agent and all attorneys’ fees, costs and other expenses incurred in establishing a right to indemnification under this Article 7.

Section 7.02 Successful Defense by Agent. To the extent that an agent of the Alliance has been successful on the merits in the defense of any proceeding referred to in this Article 7 or in the defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection with the claim. If an agent either settles any such claim or sustains a judgment rendered against him, then the provisions of Section 7.03 through 7.05 hereof shall determine whether the agent is entitled to indemnification.

Section 7.03 Action Brought by Persons Other than the Corporation. Subject to the required findings to be made pursuant to Section 7.05, below, the Alliance shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding other than an action brought by, or on behalf of, the Alliance, or by an officer, director or person granted related status by the Attorney General, or by the Attorney General on the ground that the defendant director was or is engaging in self-dealing within the meaning of California Corporations Code Section 5233, or by the Attorney General or a person granted related status by the Attorney General for any breach of duty relating to assets held in charitable trust, by reason of the fact that such person is or was an agent of the Alliance, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

Section 7.04 Action Brought by or on Behalf of the Alliance.

(a) Claims settled out of court. If any agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Alliance, with or without court approval, the agent shall receive no indemnification for either amounts paid pursuant to the terms of the settlement or other disposition or for any expenses incurred in defending against the proceeding, unless it is settled with the approval of the Attorney General.

(b) Claims and suits awarded against agent. The Alliance shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action brought by or on behalf of the Alliance by reason of the fact that the person is or was an agent of the Alliance, for all expenses actually and reasonably incurred in connection with the defense of that action, provided that both of the following are met.

(i) the determination of good faith conduct required by Section 7.05 below, must be made in the manner provided for in that section; and

(ii) upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the agent should be entitled to

indemnity for the expenses incurred. If the agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 7.05 Determination of Agent's Good Faith Conduct. The indemnification granted to an agent in Sections 7.03 and 7.04 above is conditioned on the following:

(a) Required standard of conduct. The agent seeking reimbursement must be found in the manner provided below to have acted in good faith, in a manner he believed to be in the best interest of the Alliance, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use in similar circumstances. The termination of any proceeding by a judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in the best interest of the Alliance or that he had reasonable cause to believe that his conduct was unlawful. In the case of a criminal proceeding, the person must have had no reasonable cause to believe that his conduct was unlawful.

(b) Manner of determination of good faith conduct. The determination that the agent did act in a manner complying with subsection (a) above shall be made by:

(i) the Board by a majority vote of a quorum consisting of directors who are not parties to the proceeding; or

(ii) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Alliance or the attorney of the agent or other person rendering a defense to the agent, whether or not the application by the agent, attorney or other person is opposed by the Alliance.

Section 7.06 Insurance. The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the corporation against any liability other than for violating provisions against self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Alliance would have the power to indemnify the agent against that liability under the provisions of this Article 7.

ARTICLE VIII. **DISSOLUTION OF ASSETS**

Upon dissolution or winding up of the Alliance, its assets remaining after payment or the provision for payment, of all debts and liabilities shall be distributed to a non-profit fund, foundation or corporation which is organized and operated exclusively for charitable purposes in accordance with the tax-exempt status under Section 501(c)(3) of the Internal revenue Code and the mission of the Alliance as set forth herein.

ARTICLE IX. **CORPORATE RECORDS, REPORTS AND SEAL**

Section 9.01 Minute Book. The Alliance shall keep a minute book in written form which shall contain a record of all actions by the Board or any committee including (i) the time,

date and place of each meeting; (ii) whether a meeting is regular or special and, if special, how called; (iii) the manner of giving notice of each meeting and a copy thereof; (iv) the names of those present at each meeting of the Board or any Committee thereof; (v) the minutes of all meetings; (vi) any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; (vii) all written consents for action without a meeting; (viii) all protests concerning lack of notice; and (ix) formal dissents from Board actions.

Section 9.02 Books and Records of Account. The Alliance shall keep adequate and correct books and records of account. "Correct books and records" includes, but is not necessarily limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

Section 9.03 Articles of Incorporation and Bylaws. The Alliance shall keep at its principal office, the original or a copy of the Articles of Incorporation and Bylaws as amended to date.

Section 9.04 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns. The Alliance shall at all times keep at its principal office a copy of its federal tax exemption application and, for three years from their date of filing, its annual information returns. These documents shall be open to public inspection and copying to the extent required by the Code.

Section 9.05 Corporate Seal. The corporate seal, if any, shall be in such form as may be approved from time to time by the Board. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument. The Secretary shall keep the seal.

ARTICLE X.

EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 10.01 Execution of Instruments. The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of the Alliance 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. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Alliance by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 10.02 Checks and Notes. Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Alliance shall be signed by the Executive Director and countersigned by the President.

Section 10.03 Deposits. All funds of the Alliance shall be deposited from time to time to the credit of the Alliance in such banks, trust companies, or other depositories as the Board may select.

Section 10.04 Gifts. The Board may accept on behalf of the Alliance any contribution, gift, bequest, or devise for the charitable purposes of the Alliance.

ARTICLE XI.
CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both the Alliance and a natural person. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

ARTICLE XII.
AMENDMENTS

These Bylaws may be amended or repealed by the affirmative vote of a majority of the directors then in office. A copy of any proposed amendments will be submitted to the Fondation for its review and approval, along with a French translation, signed and dated by the President of the Alliance.

ARTICLE XIII.
CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of **Alliance Francaise de Los Angeles**, a California nonprofit public benefit corporation; that these Bylaws, consisting of **ten (10)** pages, are the Bylaws of the Alliance as adopted by the Board of Directors on _____, 2016; and that these Bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

[NAME]
Secretary