

**AMENDED AND RESTATED BY-LAWS
OF
HOME BREWERS OF GREATER BANGOR**

**ARTICLE I
NAME and LOCATION**

Section 1.01 Name. The name of this Maine Non-Profit Corporation shall be the HOME BREWERS OF GREATER BANGOR (hereinafter "HBGB").

Section 1.02 Offices. The address of the registered office of HBGB in the State of Maine shall be at the address of the Registered Agent on record with the Maine Secretary of State. HBGB may have other offices, both within and without the State of Maine, as the board of directors of HBGB (the "Board") from time to time shall determine or the purpose of HBGB may require.

**ARTICLE II
PURPOSE**

Section 2.01 The purposes of HBGB shall be to promote brewing and further the knowledge of fermentation and fermented beverages. HBGB is a non-profit corporation and shall operate exclusively for educational and charitable purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code.

**ARTICLE III
MEMBERS**

Section 3.01 Membership. The members of HBGB are those persons who have paid dues; remain in good standing with HBGB; and are active participants in HBGB activities ("Member" or "Members").

Section 3.02 Good Standing. A Member is considered to be in good standing with HBGB who is current with the payment of membership dues and is compliant with all explicit membership obligations.

Section 3.03 Membership Dues. The annual membership fee is \$30.00 per person, per year, due in January, coinciding with HBGB's fiscal year. This annual membership fee is reviewable annually by the Board of HBGB. Annual dues will be prorated on a quarterly basis for new Members in their first year of membership only. After the prorated period, new Members will pay full annual dues. Existing or returning Members do not have the option to pay partial or prorated membership fees. The fiscal quarterly intervals are defined as follows:

- (a) Q1: January, February, March
- (b) Q2: April, May, June

- (c) Q3: July, August, September
- (d) Q4: October, November, December

Section 3.04 Classes of Membership. HBGB shall have two (2) classes of Members.

(a) **Standard Members.** Membership into HBGB is open to anyone of legal drinking age in Maine, with an interest in brewing or learning about beer, wine, mead, cider, or any other fermented beverage. To be considered active, Standard Members are expected to attend at least one (1) meeting and/or event within a twenty-four (24) month period. HBGB officers have the authority to accept or reject any potential applicant.

(b) **Lifetime Members.** Lifetime Members are those who have been accepted into HBGB and are considered members of HBGB for life without the need to pay dues.

Section 3.05 Membership Term. The term of membership is from January 1st through December 31st, or one full calendar year.

Section 3.06 Participation. Members are expected to take an active role in club meetings and events. Members are further expected to help with the setup, maintenance, and/or clean-up of club meetings or events.

Section 3.07 Voting. Each Member in good standing of HBGB shall have the right to vote on all matters that come before the membership.

Section 3.08 Revocation or Suspension. Membership to HBGB shall be revoked or suspended by a unanimous vote of HBGB officers for the following reasons:

- (a) Failure to pay dues.
 - (i) This results in a membership suspension.
- (b) Failure to abide by HBGB Bylaws.
- (c) Conduct that is detrimental to the image or purpose of HBGB.

Section 3.09 Reinstatement. Payment in full of any annual dues owed will reinstate any Member whose membership has been suspended due to the failure to pay their dues. Any Member whose membership was revoked or suspended for any other reason may be reinstated by a unanimous officer vote.

Section 3.10 Guests. Members are welcome to bring guests to club meetings. Some events may require the guest to pay a fee for materials used or consumed. Members will be held responsible for the actions of their guests. Restrictions are not intended to apply to a spouse or significant other of a Member in good standing.

ARTICLE IV MEETINGS OF THE MEMBERS

Section 4.01 Place of Meetings. All meetings of the Members shall be held at such place, if any, either within or without the State of Maine, or by means of remote communication, as shall be designated from time to time by resolution of the Board and stated in the notice of meeting.

Section 4.02 Special Meetings. Special meetings of the Members for any purpose or purposes shall be called pursuant to a resolution approved by the Board. The only business which may be conducted at a special meeting shall be the matter or matters set forth in the notice of such meeting.

Section 4.03 Notice of Meetings. Notice of the place, if any, date, hour, the record date for determining the Members entitled to vote at the meeting (if such date is different from the record date for Members entitled to notice of the meeting), and means of remote communication, if any, of every Member meeting shall be given by HBGB not less than ten (10) days nor more than sixty (60) days before the meeting (unless a different time is specified by law) to every Member entitled to vote at the meeting as of the record date for determining the Members entitled to notice of the meeting. Notices of special meetings shall also specify the purpose or purposes for which the meeting has been called.

Section 4.04 Waivers of Notice. Notice of any meeting need not be given to any Member who shall, either before or after the meeting, submit a waiver of notice or who shall attend such meeting, except when the Member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Any Member so waiving notice of the meeting shall be bound by the proceedings of the meeting in all respects as if due notice thereof had been given.

Section 4.05 Adjournment. Any meeting of the Members may be adjourned from time to time to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time, place, if any, thereof, and the means of remote communication, if any, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, HBGB may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each member of record entitled to vote at the meeting. If after the adjournment a new record date is fixed for Members entitled to vote at the adjourned meeting, the Board shall fix a new record date for notice of the adjourned meeting and shall give notice of the adjourned meeting to each Member of record entitled to vote at the adjourned meeting as of the record date fixed for notice of the adjourned meeting.

Section 4.06 Quorum. Unless otherwise required by law, HBGB's Articles of Incorporation, or these Bylaws, at each meeting of the Members, one-third (1/3) of the Members of HBGB, present in person or by proxy, shall constitute a quorum.

Section 4.07 Voting. At any meeting of the Members, each Member present, in person or by proxy, shall be entitled to one (1) vote. Unless otherwise required by law or the Articles of Incorporation, the election of directors shall be decided by a plurality of the votes cast by the Members of HBGB present in person or represented by proxy at the meeting and entitled to vote in the election. Unless otherwise required by law, the Articles of Incorporation, or these Bylaws, any matter, other than the election of directors, brought before any meeting of Members shall be decided by the affirmative

vote of the majority of the Members present in person or represented by proxy at the meeting and entitled to vote on the matter.

Section 4.08 Proxies. Each Member entitled to vote at a meeting of Members may authorize another person or persons to act for such Member by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A Member may revoke any proxy that is not irrevocable by attending the meeting and voting in person or by delivering to the secretary of HBGB a revocation of the proxy or a new proxy bearing a later date.

Section 4.09 Fixing the Record Date. Unless otherwise provided in the Articles of Incorporation, these Bylaws, or a Board resolution, the record date for any meeting or corporate action shall be the date of such meeting or corporate action.

ARTICLE V BOARD OF DIRECTORS

Section 5.01 General Powers. The business and affairs of HBGB shall be managed by or under the direction of the Board. The Board may adopt such rules and procedures, not inconsistent with the Articles of Incorporation, these Bylaws, or applicable law, as it may deem proper for the conduct of its meetings and the management of HBGB.

Section 5.02 Number. The number of directors shall be at least three (3) but no more than seven (7). Within the specified limits, the number of directors can be increased or decreased from time to time, by resolution of the Board, but no decrease shall shorten the term of any director then in office.

Section 5.03 Term of Office. Each director shall hold office until a successor is duly elected and qualified or until the director's earlier death, resignation, disqualification, or removal.

Section 5.04 Newly Created Directorships and Vacancies. Any newly created directorships resulting from an increase in the authorized number of directors and any vacancies occurring in the Board may be filled by the affirmative votes of a majority of the remaining members of the Board, although less than a quorum, or by a sole remaining director. A director so elected shall be elected to hold office until the earlier of the expiration of the term of office of the director whom he or she has replaced, a successor is duly elected and qualified, or the earlier of such director's death, resignation, or removal.

Section 5.05 Resignation. Any director may resign at any time by notice given either in writing or by electronic transmission to HBGB. Such resignation shall take effect at the date of receipt of such notice by HBGB or at such later time as is therein specified.

Section 5.06 Removal. Except as prohibited by applicable law or the Articles of Incorporation, the Members entitled to vote in an election of directors may remove any director from office at any time, with or without cause, by the affirmative vote of a majority in voting power thereof.

Section 5.07 Compensation. HBGB shall not pay compensation to directors for services rendered to the HBGB in their capacity as directors, except that directors may be reimbursed for reasonable expenses incurred in the performance of their duties to HBGB.

ARTICLE VI MEETINGS OF THE BOARD

Section 6.01 Regular Meetings. Regular meetings of the Board may be held without notice at such times and places as may be determined from time to time by the Board or the Chair of the Board.

Section 6.02 Special Meetings. Special meetings of the Board may be held at such times and at such places as may be determined by the Chair of the Board on at least twenty-four (24) hours' notice to each director given by one of the means specified in Section 6.05 hereof other than by mail or on at least three (3) days' notice if given by mail. Special meetings shall be called by the Chair of the Board in like manner and on like notice on the written request of any two (2) or more directors.

Section 6.03 Remote Meetings. Board meetings may be held by means of telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other and be heard. Participation by a director in a meeting pursuant to this Section 6.03 shall constitute presence in person at such meeting.

Section 6.04 Adjourned Meetings. A majority of the directors present at any meeting of the Board, including an adjourned meeting, whether or not a quorum is present, may adjourn and reconvene such meeting to another time and place. At least twenty-four (24) hours' notice of any adjourned meeting of the Board shall be given to each director whether or not present at the time of the adjournment, if such notice shall be given by one of the means specified in Section 6.05 hereof other than by mail, or at least three (3) days' notice if given by mail. Any business may be transacted at an adjourned meeting that might have been transacted at the meeting as originally called.

Section 6.05 Notice of Meetings. Subject to Section 6.02, Section 6.04, and Section 6.06 hereof, whenever notice is required to be given to any director by applicable law, the Articles of Incorporation, or these Bylaws, such notice shall be deemed given effectively if given in person or by telephone, mail addressed to such director at such director's address as it appears on the records of HBGB, facsimile, email, or other means of electronic transmission.

Section 6.06 Waiver of Notice. Whenever notice to directors is required by applicable law, the Articles of Incorporation, or these Bylaws, a waiver thereof, in writing signed by, or by electronic transmission by, the director entitled to the notice, whether before or after such notice is required, shall be deemed equivalent to notice. Attendance by a director at a meeting shall constitute a waiver of notice of such meeting except when the director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting was not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special Board meeting need be specified in any waiver of notice.

Section 6.07 Quorum of Directors. Except as otherwise permitted by applicable law, the Articles of Incorporation, or these Bylaws, the presence of a majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 6.08 Action by Majority Vote. Except as otherwise provided by applicable law, the Articles of Incorporation, or these Bylaws, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

Section 6.09 Action Without Meeting. Unless otherwise restricted by the Articles of Incorporation or these Bylaws, any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all directors consent thereto in writing or by electronic transmission. After an action is taken, the consent or consents relating thereto shall be filed with the minutes of proceedings of the Board in accordance with applicable law.

ARTICLE VII OFFICERS, EMPLOYEES, AND AGENTS

Section 7.01 Officers. The officers of HBGB shall be elected annually by the Board and shall include a President, a Treasurer, and a Secretary. The Board, in its discretion, may also elect one or more vice chairs, and one or more vice presidents, assistant treasurers, assistant secretaries, and other officers. Any two (2) or more officers may be held by the same person.

Section 7.02 Term. Each officer of HBGB shall hold office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. The election or appointment of an officer shall not of itself create contract rights.

Section 7.03 Removal. Any officer elected or appointed by the Board may be removed by the Board at any time, with or without cause, by the majority vote of the members of the Board then in office. The removal of an officer shall be without prejudice to their contract rights, if any.

Section 7.04 Resignations. Any officer of HBGB may resign at any time by giving written notice of their resignation to the President or the Secretary. Any such resignation shall take effect at the time specified there in or, if the time when it shall become effective shall not be specified therein, immediately upon its receipt. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.05 Vacancies. Should any vacancy occur among the officers, the position shall be filled for the unexpired portion of the term by appointment made by the Board.

Section 7.06 President. The President shall have general supervision over the business of HBGB and other duties incident to the office of President, and any other duties as may be from time to time assigned to the President by the Board and subject to the control of the Board in each case. Additionally:

- (a) The President of HBGB is the public representative, the public “face and voice”, of HBGB. The President is the de facto leader in all club meetings, activities, and events.
- (b) The President is responsible for facilitating consensus among Members and officers to provide execution of the goals of HBGB.

(c) The President is the liaison between HBGB and the American Homebrewers Association (hereafter “AHA”).

Section 7.07 Secretary. The Secretary shall attend all sessions of the Board and all Member meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He or she shall give, or cause to be given, notice of all Member meetings and meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the President.

Section 7.08 Treasurer. The Treasurer shall have the custody of the corporate funds and securities, except as otherwise provided by the Board, and shall keep full and accurate accounts of receipts and disbursements in books belonging to HBGB and shall deposit all moneys and other valuable effects in the same and to the credit of HBGB in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of HBGB as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and the directors, at the regular meetings of the Board, or whenever they may require it, an account of all their transactions as treasurer and of the financial condition of HBGB. These actions include, but are not limited to:

- (a) Dues collection.
- (b) Annual budget and forecasting.
- (c) Banking and accounting.
- (d) Cash inflow and outflow.
- (e) Payment of all bills.
- (f) Tax issues.
- (g) Verification and provision of election ballots.
- (h) Granting and revocation of website privileges based upon current fiscal year due payment.

Section 7.09 Employees and Other Agents. The Board may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall have such authority and perform such duties as the Board may from time to time determine. To the fullest extent allowed by law, the Board may delegate to any employee or agent any powers possessed by the Board and may prescribe their respective title, terms of office, authorities, and duties.

Section 7.10 Duties of Officers May Be Delegated. In case any officer is absent, or for any other reason that the Board may deem sufficient, the President or the Board may delegate for the time being the powers or duties of such officer to any other officer or to any director.

ARTICLE VIII INDEMNIFICATION AND INSURANCE

Section 8.01 Indemnification. HBGB shall indemnify, advance expenses, and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (a "Proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of HBGB or, while a director or officer of HBGB, is or was serving at the request of HBGB as a director, officer, employee, or agent of another corporation or of a partnership, joint venture, trust, enterprise, or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except for claims for indemnification (following the final disposition of such Proceeding) or advancement of expenses not paid in full, HBGB shall be required to indemnify a Covered Person in connection with a Proceeding (or part thereof) commenced by such Covered Person only if the commencement of such Proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board.

Section 8.02 Advancement of Expenses. The Board may but need not authorize HBGB to pay the expenses (including attorneys' fees) actually and reasonably incurred by a Covered Person in defending any Proceeding in advance of its final disposition, upon (a) written request of such Covered Person, and (b) receipt of an undertaking by or on behalf of such Covered Person to repay all amounts advanced, if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such Covered Person is not entitled to be indemnified for such expenses under Section 9.01 of these by-laws or otherwise. Payment of such expenses actually and reasonably incurred by such Covered Person, may be made by HBGB, subject to such terms and conditions as HBGB in its discretion deems appropriate.

Section 8.03 Insurance. HBGB may purchase and maintain insurance on behalf of any Covered Person against any liability asserted against such Covered Person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not HBGB would have the power to indemnify such person against such liability under Maine law.

(a) To protect individual club members and the club itself against legal liability claims resulting from club-sponsored events, HBGB will purchase general club insurance on an annual basis.

(b) The AHA facilitates a program that provides both general liability insurance and liquor liability insurance to homebrew clubs that covers both club meetings and club-sponsored events. When available, HBGB will purchase general insurance via the AHA. If not available, HBGB will purchase insurance via other means. In either case, the Treasurer shall facilitate securing general insurance annually.

(c) In addition to purchasing general insurance, HBGB will also purchase Directors and Officers (D&O) insurance on an annual basis. D&O insurance provides liability coverage for HBGB's directors and officers for decisions they make while serving the club in that capacity. Individuals can be held personally liable for these decisions while representing their club and the

D&O insurance provides coverage which includes costs to defend the directors, officers, and the club against a lawsuit.

(d) The AHA facilitates a program that provides such insurance. When available, HBGB will purchase D&O insurance via the AHA. If not available, HBGB will purchase insurance via other means. In either case, the Treasurer shall facilitate securing D&O insurance annually.

Section 8.04 Repeal, Amendment, or Modification. Any amendment, repeal, or modification of this Article VIII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification.

ARTICLE IX ETHICAL CODE Consumption. All Members are independently and solely responsible for adhering to local, state, and federal laws regarding the consumption of alcohol. Members are responsible for portraying a positive public image for HBGB and shall not act in bad taste while in public.

Section 9.02 Values. Honesty and respect are values that are required of Members. No Member shall steal, be violent, or otherwise engage in behavior that is disrespectful to others or themselves. Such behavior is punishable as described in Article 3, Section 3.07.

ARTICLE X GENERAL PROVISIONS

Section 10.01 Fiscal Year. The fiscal year of HBGB shall begin on January 1 and end on December 31 of each year/be determined by the Board.

Section 10.02 Books and Records. Any records administered by or on behalf of HBGB in the regular course of its activities, including its books of account and minute books, may be maintained on any information storage device, method, or one or more electronic networks or databases (including one or more distributed electronic networks or databases); *provided that* the records so kept can be converted into clearly legible paper form within a reasonable time. HBGB shall so convert any records so kept upon the request of any person entitled to inspect such records pursuant to applicable law.

Section 10.03 Checks, Notes, Drafts, Etc. All checks, notes, drafts, or other orders for the payment of money of HBGB shall be signed, endorsed, or accepted in the name of HBGB by such officer, officers, person, or persons as from time to time may be designated by the Board or by an officer or officers authorized by the Board to make such designation.

Section 10.04 Conflict with Applicable Law or Articles of Incorporation. These Bylaws are adopted subject to any applicable law and the Articles of Incorporation. Whenever these Bylaws may conflict with any applicable law or the Articles of Incorporation, such conflict shall be resolved in favor of such law or the Articles of Incorporation.

Section 10.05 Annual Returns. The Board shall review HBGB annual filing with the Internal Revenue Service prior to it being filed.

ARTICLE XI AMENDMENTS

Section 11.01 These Bylaws may be adopted, amended, or repealed or new by-laws adopted by the Board. Members may make additional Bylaws and may adopt, amend, or repeal any Bylaws whether such Bylaws were originally adopted by them or otherwise.

Section 11.02 Effective Date. Bylaws effective May 1, 2025