

AMENDED AND RESTATED BYLAWS
OF
BRITISH ACADEMY OF FILM AND TELEVISION ARTS NORTH AMERICA
A California Nonprofit Public Benefit Corporation

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ARTICLE 1 NAME

Section 1.1 Corporate Name
The name of this corporation is **British Academy of Film and Television Arts North America** (the “Corporation” or “BNA”).

ARTICLE 2 OFFICES

Section 2.1 Principal Office
The principal office for the transaction of the business of the Corporation may be established at any place or places within or without the State of California by resolution of the Board. The Board is granted full power and authority to change said principal office from one location to another.

Section 2.2 New York Office
The Corporation shall also maintain an office in New York.

Section 2.3 Other Offices
The Board may at any time establish branch or subordinate offices in any other place or places where the Corporation is qualified to transact business.

ARTICLE 3 PURPOSES

Section 3.1 General Purpose
The Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Corporation Law of California (“California Nonprofit Corporation Law”) for charitable and educational purposes.

Section 3.2 Specific Purpose
The specific purpose of the Corporation shall include without limitation, to promote and advance education and cultivate and improve public taste in the visual arts, in particular by stimulating original and creative production work in the field of film and television and other education, entertainment and information media and by encouraging a high standard of arts and technique in persons engaged in such production and by encouraging and promoting the results of experiment and research in the improvement of the standard of the art, sciences and techniques of producing in film, television and other education, entertainment and information media.

ARTICLE 4 LIMITATIONS

Section 4.1 Political Activities
The Corporation was formed under California Nonprofit Corporation Law for the charitable purposes described in Article 3, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

Section 4.2 Prohibited Activities
The Corporation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Article 3. The Corporation may not carry on any activity for the profit of its Officers, Directors or other persons or distribute any gains, profits or dividends to its Officers, Directors or other persons as such. Furthermore, nothing in Article 3 shall be construed as allowing the Corporation to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

ARTICLE 5 DEDICATION OF ASSETS

Section 5.1 Property Dedicated to Nonprofit Purposes
The property of the Corporation is irrevocably dedicated to charitable and educational purposes within the meaning of section 501(c)(3) of the Code. No part of the net income or assets of the Corporation shall ever inure to the benefit of any of its Directors or Officers, or to the benefit of any private person, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 3 hereof.

Section 5.2 Distribution of Assets Upon Dissolution
Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to Friends of BAFTA U.S., Inc. (EIN: 37-1845946).

ARTICLE 6 MEMBERSHIPS

Section 6.1 Voting Members
The Corporation shall have two classes of members within the meaning of section 5056 of the California Nonprofit Corporation Law: Dual Members and the BAFTA Member (collectively, the “Voting Members”).

6.1.1 The BAFTA Member

The BAFTA member (“BAFTA Member”) shall be the British Academy of Film and Television Arts, a private company limited by guarantee without share capital, organized under the laws of Great Britain, with its principal place of business located at 195 Piccadilly, London, W1J 9LN (“BAFTA”). BAFTA is registered as company no. 617869 and as charity no. 216726.

6.1.2 Dual Members

Any natural person who meets the criteria set forth by BAFTA in the Standard Branch Operating Rules agreed by and between BAFTA and BNA (“SBOR”), and whose membership application is approved by the Board of Directors of the Corporation (“Board”) and the BAFTA Member shall become a Voting Member of the Corporation and shall automatically become a dual Member of both BAFTA and the Corporation and shall enjoy the privileges, rights and responsibilities of a member of BAFTA (as determined by BAFTA), as well as the privileges, rights and responsibilities of voting membership in the Corporation (each, a “Dual Member”).

Section 6.2 Associate (non-Voting) Membership
The Board may adopt policies and procedures for the admission of non-Voting members who shall have no voting rights in the Corporation. Such members are not “members” of the Corporation as defined in section 5056 of the California Nonprofit Corporation Law. Non-Voting members shall be referred to as “Associate Members.”

The Board shall have the power to establish different levels of non-voting membership in the Corporation (“Non-Voting Memberships” or “Associate Memberships”), each of which may have

its own qualifications, and whose membership applications shall be subject only to Board approval. No person or corporation may hold more than one (1) membership in any one (1) level and no fractional memberships may be held. Associate Memberships may include, by way of example:

6.2.1 **Non-Voting Professional Membership.** Any natural person who meets the criteria set forth in the most current policy for Associate Professional Membership adopted by the Board governing membership qualification, and whose application is approved by the Board.

6.2.2 **Non-Voting, Honorary Membership.** Any natural person who has been actively engaged in making creative contributions to or for any of the film, television or allied industries of the United Kingdom of Great Britain or the Republic of Ireland for a period of not less than three (3) years and is dedicated to the purposes of the Corporation, and in the view of the Board, has made a significant contribution toward furthering the stated goals of the Corporation, may be granted an honorary membership in the Corporation by the Board.

Section 6.3 Fees, Dues, Good Standing and Term of Membership

6.3.1 **Fees and Dues.** Each Member (Voting and Associate) must pay the dues and fees (if any) fixed by the Board within the time set by the Board. The dues and fees shall be equal for all Members of each level, but the Board may, at its discretion, set different fees and dues for each level.

6.3.2 **Good Standing.** A Dual Member is in good standing, for purposes of these Bylaws if (i) the application for membership has been approved by the Board under Section 6.1 above, and (ii) the Member has paid all applicable dues and fees according to the most current policy set by the Board. If the Dual Member has been suspended under Section 6.4 below, he or she shall not be held in good standing during the actual period of suspension.

6.3.3 **Term.** The term of membership, and each applicable renewal term shall be one (1) year, unless changed by the Board.

6.3.4 **Code of Conduct.** Dual Members and Associate Members shall adhere to and be bound by the BAFTA Membership Codes (as that term is defined in the SBOR; for purposes of these Bylaws, the “the Membership Codes”). The Board shall make the Membership Codes available to the Dual Members and Associate Members.

Section 6.4 Termination or Suspension of Membership and Other Disciplinary Measures

Disciplinary procedures relating to a Member shall take place in accordance with the Membership Codes and the provisions of the SBOR.

6.4.1 **Administrative Termination.** The Membership of any Member shall terminate upon occurrence of any of the following events:

- (i) The death of a Member;
- (ii) The resignation of a Member, except that Dual Members wishing to resign may do so only upon written notice to the Corporation and BAFTA; or
- (iii) Expiration of the term of Membership, unless the Member sooner renews for a subsequent period, on the renewal terms set by the Corporation, or unless the Corporation extends the time for renewal.

6.4.2 **Further provisions relating to Disciplinary Termination or Suspension.**

- (i) **Refund.** Any person terminated or suspended from the Corporation shall not receive a refund of dues or assessments already paid. Any person suspended from the

Corporation must pay in full any dues and fees that become payable during his or her period of suspension.

- (ii) Attendance at Events. Any person whose Membership is terminated from the Corporation may not attend in any capacity (including, without limitation, as a guest of another Member of the Corporation or by virtue of Membership in BAFTA or as a sponsor) any screening or other event held by the Corporation after the effective date of the termination. Any person suspended from the Corporation may not attend in any capacity including, without limitation, as a guest of another Member of the Corporation or by virtue of Membership in BAFTA or as a sponsor) any screening or other event held by the Corporation during the period of such person's suspension.
- (iii) Notices. All notices to a Member pursuant to this Article shall be sent electronically and by mail to the most recent electronic and physical addresses of the Member as shown on the Corporation's records, or to such other address as the Member requests.

Section 6.5 Transfer of Membership.
No Member may transfer a Membership or any right arising therefrom.

ARTICLE 7 MEETINGS OF MEMBERS

Section 7.1 Places of Meetings.
Meetings of the Voting Members of the Corporation may be held at any place within or outside the State of California designated by the Board. In the absence of any such designation, such meetings shall be held at the principal executive office of the Corporation.

Section 7.2 Annual Meetings.
A regular meeting ("Annual General Meeting") of the Voting Members shall be held annually on a date and time, and with the frequency stated in or fixed in accordance with the Bylaws for the purpose of conducting any proper business which may be brought before the meeting. The Board shall fix the date, time and place thereof, and shall notify the Dual Members as provided in Section 7.4 below. If the scheduled date falls upon a legal holiday, the meeting shall be held the next business day. A meeting of the Voting Members may be conducted, in whole or in part, by telephone conferencing, electronic transmission by and to the Corporation or by electronic video screen communication (1) if the Corporation implements reasonable measures to provide Voting Members in person (or, if proxies are allowed, by proxy) a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Voting Members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with those proceedings, and (2) if any Voting Member votes or takes other action at the meeting by means of electronic transmission to the corporation or electronic video screen communication, a record of that vote or action is maintained by the Corporation.

Section 7.3 Special Meetings.
A special meeting of the Dual Members may be called at any time by Board, the Chair or five percent (5%) or more of the Dual Members.

Section 7.4 Notice of Members' Meetings.

7.4.1 **General Notice Contents.** All notices of meetings of Voting Members shall be sent or otherwise given in accordance with this Section 7.4 not less than ten (10) days nor more than 90 days before the date of the meeting to each Member who, on the record date for notice of the meeting, is entitled to vote thereat. The notice shall specify the place, date and hour of the meeting and (i) in the case of a special meeting, the specific nature of the business to be transacted, and no other business may in that case may be transacted, or (ii) in the case of the Annual General Meeting, those matters which the Board, at the time of giving the notice, intends to present for action by the Dual Members.

7.4.2 **Notice of Certain Agenda Items.** If action is proposed to be taken at any meeting for approval of any of the following proposals, the notice shall also state the nature of the proposal(s) in reasonable detail. Member-proposed action on such items is invalid unless the notice or written waiver of notice, states the nature of the proposal(s) in reasonable detail:

- (i) Amending the articles of incorporation or Bylaws of the Corporation (the “Governing Documents”) to the extent such amendment impacts the voting or other rights of the Dual Members, or if otherwise required by law;
- (ii) Election of Member-appointed Directors; and
- (iii) Any other matters deemed necessary by the Board.

7.4.3 **Manner of Giving Notice.** Notice of any meeting of the Membership shall be given r personally, by electronic communication (e.g., e-mail), or by first-class, certified or registered mail or other means of written communication, including email, addressed to each Member either at the address of that Member appearing on the books of the Corporation or the email address given by the Member to the Corporation for the purpose of notice. If no address appears on the Corporation’s books and no address has been so given, notice shall be deemed to have been given if (i) notice is sent to that Member by mail or other means of written communication to the Corporation’s principal executive office, or (ii) notice is published on the Corporation’s website for at least 72 hours. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by email, or sent by other means of written or electronic communication.

7.4.4 **Affidavit of Mailing Notice.** An affidavit of the mailing or other means of giving any notice of any Members’ meeting may be executed by the Secretary, or any agent of the Corporation giving the notice, and if so executed, shall be filed and maintained in the minute book of the Corporation.

Section 7.5 **Quorum.**
The presence in person, by telephone, videoconferencing, electronic media, or by proxy of one third (1/3) of the Voting Members of the Corporation shall constitute a quorum at any meeting of the Voting Members. The Voting Members present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of Voting Members required to constitute a quorum. Provided however, that no action to amend the Articles or these Bylaws may be taken unless a quorum of the Voting Members is present, in person or by proxy.

Section 7.6 **Adjourned Meeting.**
Any Members’ meeting, Annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the Membership represented at the meeting, either in person or by proxy. It shall not be necessary to give any notice of the time and place of the adjourned meeting or the business transacted thereat, other than by announcement at the meeting at which such adjournment is taken except that, when any meeting is adjourned for more than forty-five (45) days or if after the adjournment a new record date is fixed by the Board for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member entitled to vote thereat. At the adjourned meeting, the Corporation may transact any business which could have been transacted at the original meeting.

Section 7.7 **Voting Policies for Voting Members.**

7.7.1 **Eligibility to Vote.** Persons entitled to vote at any meeting of the Membership shall be those who are Dual Members in good standing as of the date determined in accordance with Section 10 below, subject to the provisions of the California Nonprofit Corporation Law.

7.7.2 **Manner of Casting Votes.** Each Dual Member shall be entitled to one (1) vote. Voting may be by ballot (including electronic ballot), in person or by proxy.

7.7.3 **Only Majority of Members Represented at Meeting Required, Unless Otherwise Specified.** If a quorum is present, the affirmative vote of the majority of the Dual Members represented at the meeting, entitled to vote and voting on any matter, shall be the act of the Members, unless the vote of a greater number or voting by classes is required by the California Nonprofit Corporation Law or by the Articles or by these Bylaws.

Section 7.8 Waiver of Notice or Consent by Absent Members.

7.8.1 **Written Waiver or Consent.** The transaction of any meeting of Members, either regular or special, however called or requested, and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any regular or special meeting of Members, except that if action is taken or proposed to be taken for approval of any of those matters specified in Section 4(b) below, the waiver of notice or consent shall state the nature of the proposal in reasonable detail. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

7.8.2 **Waiver by Attendance.** Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects at the beginning of the meeting to the transaction of any business due to the inadequacy or illegality of the notice. Also, attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting, if that objection is expressly made at the meeting.

Section 7.9 Action By Written Ballot Without a Meeting.

7.9.1 **General.** Any action that may be taken at any regular or special meeting of Members may be taken by written ballot without a meeting and without prior notice upon compliance with the provisions of this section.

7.9.2 **Distribution and Solicitation of Written Ballots.** The Corporation shall distribute one (1) written ballot to each Member entitled to vote: such ballots shall be mailed or delivered in the manner required by Section 7.4. Voting through or by an electronic or online process deemed reliable by BNA has been and shall be a “written ballot” for purposes of these Bylaws. All solicitations of votes by ballot shall: (i) clearly state the purpose of the ballot, (ii) indicate the number of responses needed to meet the quorum requirement; (ii) state the percentage of approvals necessary to pass the measure(s); and (iii) specify the time by which the ballot must be received in order to be counted. Each ballot so distributed shall: (i) set forth the proposed action; and (ii) provide the Members an opportunity to specify approval or disapproval of each proposal.

7.9.3 **Quorum; Majority.** Approval by written ballot pursuant to this Section shall be valid only when (i) the number of votes cast by ballot within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and (ii) the number of approvals equals or exceeds the number of votes that would be required to approve at a meeting.

7.9.4 **Revocation.** No written ballot may be revoked after delivery to the Corporation or deposit in the mails whichever first occurs.

7.9.5 **Effect of Noncompliance.** Failure to comply with this section shall not invalidate any corporate action taken, but may be the basis for challenging any written ballot, and any Member entitled to

vote may petition the Superior Court of California for Los Angeles County to compel compliance with these Bylaws or the California Nonprofit Corporation Law.

Section 7.10 Record Date for Member Notice, Voting, and Giving Consents and Other Actions.

7.10.1 **To Be Determined By Board.** For the purposes of determining which Members are entitled to receive notice of any meeting, to vote, to give consent to corporate action without a meeting, or to take other action, the Board may fix, in advance, a “record date,” which shall not be more than ninety (90) nor fewer than ten (10) days before the date of any such meeting, nor more than sixty (60) days before any such action without a meeting. Only Dual Members of record and in good standing on the date so fixed are entitled to receive notice, to vote, to give consents, or take other action, as the case may be, except as otherwise provided in the Articles, these Bylaws or in the Code.

7.10.2 **Failure of Board to Determine Date.**

- (i) “Record Date” Means as of the Close of Business. For purposes of this paragraph (b), a person holding Membership as of the close of business on the record date shall be deemed the Member of record.
- (ii) Record Date for Notices or Voting. Unless fixed by the Board, the record date for determining those Members entitled to receive notice of or to vote at a meeting of Members shall be the first business day preceding the day on which notice is given or, if notice is waived, the first business day preceding the day on which the meeting is held.
- (iii) Record Date for Written Consent to Action Without Meeting. Unless fixed by the Board, the record date for determining those Members entitled to vote by ballot on corporate action without a meeting, shall be the day on which the first written ballot is mailed or solicited.
- (iv) Record Date for Other Actions. Unless fixed by the Board, the record date for determining those Members entitled to take any other action shall be the date the Board adopts the resolution relating thereto, or the sixtieth (60th) day prior to the date of such other action, whichever is later.

Section 7.11 Proxies.

Each regular Member in good standing entitled to vote has the right to do so either in person, telephonically, by videoconference or other electronic communications (e.g., e-mail), or by one (1) or more persons authorized by a written proxy executed by such Member and delivered to the Secretary. Any proxy duly executed continues in full force and effect until revoked by the person executing it prior to the vote in question. Such revocation may be effected either (a) by a writing delivered to the Secretary stating that the proxy is revoked, (b) by a subsequent proxy executed by the person executing the prior proxy and delivered to the Secretary or his/her designee at the meeting, or (c) as to any meeting, by attendance at the meeting and voting in person by the person executing the proxy; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. A proxy is not revoked by the death or incapacity of the maker or the termination of a Membership as a result thereof, unless, before the vote is counted, written notice of such death or incapacity is received by the Corporation.

Section 7.12 Inspector(s) of Election.

7.12.1 **Appointment of Inspectors.** In advance of any meeting of the Membership, the Board may appoint inspector(s) of election to monitor at such meeting and any adjournment thereof. If inspector(s) of election be not so appointed, or if any person or persons so appointed fail to appear or refuse to act, the chair of any such meeting may, and at the request of any Member or

Member's proxy shall, make such appointment at the meeting. The number of inspector(s) shall be either one (1) or three (3).

7.12.2 **Powers and Duties of Inspectors.** Whether the election is at a meeting or by written ballot without a meeting, the powers and duties of the inspector(s) shall be as prescribed by Section 5615 of the Code.

ARTICLE 8 DIRECTORS

Section 8.1 Powers.

Subject to limitations of the Articles, these Bylaws, and California Nonprofit Corporation Law, the activities and affairs of the Corporation shall be conducted, and all corporate powers shall be exercised, by or under the direction of the Board of Directors. The Board may delegate the management of the activities of the Corporation to any person or persons or committee however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board subject to the provisions of Bylaw 7.12. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

(a) To select and remove all other officers, agents, and employees of the Corporation, prescribe powers and duties for them as may not be inconsistent with the Code, the Articles, or these Bylaws, fix their compensation (if any).

(b) To conduct, manage, and control the affairs and activities of the Corporation and to make such rules and regulations therefor, not inconsistent with applicable law, the Articles or these Bylaws, as they may deem best.

(c) To authorize the issuance of Associate Memberships of the Corporation from time to time, upon such terms and for such consideration as may be lawful.

(d) To borrow money and incur indebtedness for the purposes of the Corporation, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities therefor.

8.1.1 **Conflict.** Should any provision of these Bylaws be in conflict with California Nonprofit Corporation Law or federal tax law governing section 501(c)(3) charities then in effect, then said provision shall become null and void as if it were never contained in these Bylaws and the whole of the document shall continue in full force and effect as if said paragraph had not existed.

8.1.2 **Contracts.** Subject to the provisions of applicable law, any note, mortgage, evidence or indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by any of the Executive Director & Head of North America ("ED"), the Chair, the Deputy Chair, the Secretary, or the Treasurer of the Corporation shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and, unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to plead its credit or to render it liable for any purpose or amount.

Section 8.2 Number and Qualifications

- 8.2.1 **Number.** The authorized number of directors of the Corporation (“Directors”) shall not be less than twelve (12) or more than seventeen (17), the exact authorized number to be fixed, within these limits, by resolution of the Board. The authorized number of directors of the Corporation (“Directors”) shall be sixteen (16) until changed by a resolution of the Board. After the expiration of Transition Period, the composition of the Board shall be:
- (a) Seven (7) members of the Board of Directors shall be elected by the Dual Members (“Dual Member Directors”) in accordance with procedures set forth below.
 - (b) Seven (7) members of the Board of Directors shall be appointed by a vote of the majority of the Board of Directors (“Board-Appointed Directors”) in accordance with these Bylaws, with the intention, subject to exigencies, that (i) for the 2022 Board, four (4) Board-Appointed Directors will be from the greater Los Angeles area, and three (3) Board-Appointed Directors will be from the greater New York City area, and (ii) thereafter, the Board of Directors will endeavor to reflect the geographic and other diversity of its membership.
 - (c) Two members of the Board of Directors shall be appointed by the BAFTA Member (each, a “BAFTA-Appointed Director”). Notwithstanding anything contained in these Bylaws to the contrary, only the BAFTA Member may (i) remove a BAFTA-Appointed Director; and (ii) fill a vacancy in the seat of a BAFTA-Appointed Director. The BAFTA-Appointed Directors shall be voting members of BAFTA in good standing (and shall not be employees of BAFTA or any of its branches).

Following adoption of these Bylaws and final approval of the merger between The British Academy of Film and Television Arts L.A., Inc. (a predecessor of BNA), and a The British Academy of Film and Television Arts, East Coast Inc. (a predecessor of BNA) (the “Merger”), the initial Dual Member Directors, Board-Appointed Directors, and BAFTA-Appointed Directors and their initial terms shall be as set forth on Appendix A attached hereto.

- 8.2.2 **Board Authority Reasonably to Manage Transition Period, Elections, Appointments and Terms of Directors.** The Board shall have the discretion to manage the election and appointment of Directors by establishing reasonable rules and/or make rulings and decisions related to the election and appointment of Directors and the length of their terms of service which, in the Board’s judgment, would further the interests of BNA, consistent with the intent and spirit of these Bylaws and without violation of the rights of the BAFTA Member hereunder. For example, the Board may adopt such reasonable rules and regulations, and take such actions, as it deems necessary to affect an orderly transition from the boards of the BNA predecessors during the transition period, anticipated to end in or around December 2021 (“Transition Period”).
- 8.2.3 **Qualifications of Board-Appointed and Dual Member Directors.** Only a person who meets the following criteria may serve as a Director: a person who (a) has been a Dual Member in good standing of the Corporation for a period of at least one (1) year immediately prior to the effective date of his or her election by the Dual Members or appointment by the Board, except that, for good cause, the Board may waive this requirement as to Board-appointed Directors; (b) has been neither suspended for less than thirty (30) days, nor subject to any other disciplinary action under Section 8.5.2 in the two (2) years prior to the effective date of the election; and (c) has not been suspended for more than thirty (30) days at any time. For the purposes of qualifications (b) and (c) of this section any suspension or disciplinary action by The British Academy of Film and Television Arts L.A., Inc. (a predecessor of BNA), or The British Academy of Film and Television Arts, East Coast Inc. (a predecessor of BNA) shall apply as if it had been taken by the Corporation.
- 8.2.4 **Participation by BAFTA Chief Executive (“BAFTA CEO”).** The BAFTA CEO shall receive notices of all Board meetings and may attend and participate in any meeting of the Board of BNA in an ex officio capacity, as a guest. The BAFTA CEO is not a Director of BNA and shall have no voting rights as such.

Section 8.3 Terms; Election of Successors

8.3.1 **Term of Office.** Subject to the staggered terms of the initial Board as set forth on Appendix A hereto, and Section 8.2.2 above, the term of office for each Director shall be three (3) years. Each Director shall hold office until the expiration of the term for which elected, and until his or her successor is duly appointed or elected.

8.3.2 **Election of Dual Member Directors.** Dual Member Directors shall be elected by written ballot as set forth in Section 7.9. In the event of a tie in the votes cast in the Dual Members' election of a Director, at the first Board meeting after the election, the Chair shall choose which of the tied candidates shall serve. The Board may make regulations and create policy governing the conduct of Dual-Member Directors' elections, including, but not limited to, restrictions on, or prohibition of, the solicitation of votes by candidates, and the use of Membership lists for such purpose.

8.3.3 **Recruitment and Appointment of Board-Appointed Directors; Nominating Committee.**

- (i) Nominating Committee. At a time of its choosing sufficient to allow for the meaningful recruitment and appointment of Board-Appointed Directors, the Board shall create a Nominating Committee composed of the Chair and at least one Deputy Chair and the following who shall be appointed by the Board: one currently serving Dual Member Director, one former Chair or Deputy Chair and one other person from among the Membership. At least one member of any Nominating Committee shall be a Dual Member who is actively engaged in BNA activities in the New York area. The ED shall be a non-voting advisor to the Nominating Committee. After Board input on the needs of the Corporation for the next calendar year, the Nominating Committee shall seek, find and propose candidates of appropriate experience, abilities, specific skill sets and/or other attributes that, in its judgment, would best fill the needs of the Corporation and that would complement the abilities of the other Directors likely to be on the Board for the next year.
- (ii) Board Appointment of Candidates. The Nominating Committee shall present candidates to the Board. The Board shall appoint Directors from such candidates by secret ballot. Candidates receiving the highest votes of the Board members voting shall be appointed, but only if such candidates have received at least a majority of the votes of the Board members voting. In the event the Nominating Committee presents more than two candidates per Director position, each Director shall have two votes to cast, which may only be cast one vote per open position. The Nominating Committee and the Board shall use their best efforts to nominate and elect Directors who represent the geographic constituency of the Dual Members and who would best fill the needs of the Corporation and that would complement the abilities of the other Directors likely to be on the Board for the next year.

Section 8.4 Term Limits

No person shall serve as a Director of the Corporation for more than six (6) years (regardless of whether the Director's terms have been consecutive) (a "Termed-Out Director"), unless such person qualifies for an exception set forth in 8.4.1. Service by any person as (i) a Director of BNA, (ii) a Director of The British Academy of Film and Television Arts L.A., Inc., or (iii) a Director of The British Academy of Film and Television Arts, East Coast Inc. shall be counted toward term limits.

8.4.1 **Exceptions to Term Limits.** The following are the only exceptions to the term limits set forth in 8.4:

- (i) An Appointment of a Chair or Deputy Chair in limited circumstances. Should the Board make a finding by majority vote that a Termed-Out Director is a person of extraordinary merit whose further service on the Board as Chair or Deputy Chair

would make an extraordinary contribution to the Corporation, the Board may appoint such person to serve as Chair or Deputy Chair, without regard to the 6-year limit set forth in Section 8.4. Such an appointment may be made only once for one extra three (3) year term in each such office only.

- (ii) An Appointment after a Five-Year Absence. Any Board-Appointed Director who has served the maximum six (6) year term shall be eligible for reappointment to the Board after an absence from the Board of at least five (5) years.

Section 8.5 Vacancies

8.5.1 **Events Causing Vacancy.** A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director; (ii) whenever the number of authorized Directors is increased; or (iii) the failure of the Board, at any meeting at which any Board-Appointed Director or Directors are to be elected, to elect the minimum authorized number of Board Appointed Directors.

8.5.2 **Removal.** The Board may, by resolution, declare vacant the office of any Director for Cause. For purposes of this Section 8.5.2, "Removal for Cause" means (i) removal of any Director who has been declared of unsound mind by an order of court; convicted of a felony; is the subject of a criminal investigation; found by final order or judgment of any court to have breached a duty under California Nonprofit Corporation Law; or who consistently, after written notice, engages in misconduct, unethical behavior or behavior unbecoming a Director of the Corporation, or otherwise brings the Corporation or BAFTA into disrepute; (ii) removal of any Director (other than a BAFTA Appointed Director, who may be removed only by the BAFTA Member) who fails or ceases to meet any required qualification that was in effect at the beginning of that Director's current term of office; or (iii) removal of any Director (other than a BAFTA Appointed Director, who may be removed only by the BAFTA Member) who has failed to attend three (3) consecutive Board meetings, provided that the following procedure is followed: Following unanimous determination by the Chair and the Deputy Chairs that (a) a Director has so failed to attend three (3) consecutive Board meetings; and (b) it is in the best interests of the Corporation that the Director should be removed, a motion to remove the Director should be introduced to the Board. Notice shall be sent electronically or by prepaid, first-class, or registered mail to the most recent address of the Director as shown on the Corporation's records, stating that a motion to remove the Director shall be introduced to a meeting of the Board, and setting forth the reasons for the proposed removal, and the date, time and place of that meeting. Such notice shall be sent at least fifteen (15) days before that meeting. The notice shall state that the Director being removed shall be given an opportunity to be heard, either orally or in writing, at that meeting.

Any Director may file a grievance against another Director for failure to comply with the Membership Codes or these Bylaws by written notice to the Chair or the Deputy Chair, each of whom shall refer the grievance to the Executive Committee (excluding the Director against whom the grievance is made, if applicable), which shall have discretion to investigate and take appropriate action in accordance with this Section.

8.5.3 **No Removal on Reduction of Number of Directors.** No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and the Code.

8.5.4 **Resignations.** Except as provided in this Section 8.5.4, any Director may resign by giving written notice to the Chair, the Secretary, or the Board. Such a written resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Director may resign if the Corporation would then be left without a

duly elected Director or Directors in charge of its affairs, except upon notice to the California Attorney General (the “Attorney General”).

- 8.5.5 **Election to Fill Vacancies.** If there is a vacancy on the Board (other than a BAFTA Appointed Director seat, which may be filled only by the BAFTA Member), including a vacancy created by the removal of a Director, the Board may fill such vacancy by electing an additional Director as soon as practicable after the vacancy occurs. If the number of Directors then in office is less than a quorum, additional Directors may be elected to fill such vacancies by (i) the unanimous written consent of the Directors then in office, (ii) the affirmative vote of a majority of the Directors in office at a meeting held according to notice or waivers complying with section 5211 of the California Nonprofit Corporation Law, or (iii) a sole remaining Director.

Section 8.6 Regular Meetings

Each year, the Board shall hold at least one meeting of the Board, at a time and place fixed by the Board in Los Angeles County, for the purposes of election of Board Appointed Directors, appointment of Officers, review and approval of the corporate budget and transaction of other business. Other regular meetings of the Board may be held at such time and place as the Board may fix from time to time by resolution.

Section 8.7 Special Meetings

Special meetings of the Board for any purpose may be called at any time by the Chair, a Deputy Chair, the Secretary, or any two Directors.

Section 8.8 Notice of Meetings

- 8.8.1 **Manner of Giving.** Notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

- (a) Personal delivery of oral or written notice;
- (b) First-class mail, postage paid;
- (c) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or
- (d) Facsimile, e-mail, or other means of electronic transmission.

All such notices shall be given or sent to the Director’s address, phone number, facsimile number or e-mail address as shown on the records of the Corporation. Any oral notice given personally or by telephone may be communicated directly to the Director or to a person who would reasonably be expected to promptly communicate such notice to the Director. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time and place of more than one regular meeting.

- 8.8.2 **Time Requirements.** Notice of each such meeting shall be given by the Secretary to each director at least five days before the meeting.

- 8.8.3 **Notice Contents.** The notice shall state the time and place for the meeting, except that if the meeting is scheduled to be held at the principal office of the Corporation, the notice shall be valid even if no place is specified. The notice need not specify the purpose of the meeting unless required to elsewhere in these Bylaws.

Section 8.9 Location of Board Meetings

Regular and special meetings of the Board may be held at any place that has been designated in the notice of the meeting, or, if not stated in the notice or, if there is no notice, designated by

resolution of the Board. If the place of a regular or special meeting is not designated in the notice or fixed by a resolution of the Board, it shall be held at the principal office of the Corporation.

8.9.1 Meetings by Telephone, Videoconference or Similar Communication Equipment. Any meeting of the Board or a committee of the Board may be held by conference telephone, videoconference, or other communications equipment permitted by the California Nonprofit Corporation Law, as long as all Directors participating in the meeting can hear each other and all other applicable state law requirements are satisfied. Participation in a meeting pursuant to this section 8.9.1 shall constitute presence in person at such meeting.

Section 8.10 Quorum and Action of the Board

8.10.1 **Quorum.** Subject to Section 8.11, a majority of Directors then in office shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 8.14 below.

8.10.2 **Minimum Vote Requirements for Valid Board Action.** Every act taken or decision made by a vote of the majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting.

8.10.3 **When a Greater Vote Is Required for Valid Board Action.** Subject to Section 8.11, the following actions shall require approval by a vote by a majority of all Directors then in office in order to be effective:

- (a) Approval of contracts or transactions in which a Director has a direct or indirect material financial interest as described in Section 11.1 (provided that the vote of any interested Director(s) is not counted);
- (b) Amendment of any of the Articles of Incorporation or the Bylaws of the Corporation.
- (c) Removal for Cause of a Director as described in Section 8.5.2.

Section 8.11 Approval of the BAFTA Member is Required

In addition to the approval of a majority of the Directors, certain corporate actions shall require written consent of the BAFTA Member to be effective. Whenever the BAFTA Member's consent is required to authorize BNA corporate action as listed in this Section, any decision regarding such consent shall be communicated in writing in a timely fashion by the Board Chair of BAFTA, or his or her designee, directly to the Board Chair of BNA with a copy to the other BNA Officers, giving due consideration to any time sensitivities communicated by BNA.

Specifically, the Corporation may not take any of the following actions without written consent of BAFTA Member, which consent shall not be withheld unreasonably:

- (a) make any changes to BNA's Governing Documents;
- (b) enter into a merger or reorganization;
- (c) establish any subsidiary entities;
- (d) buy or sell any real estate or other assets exceeding in value \$100,000.00;
- (e) borrow monies or charge any property of BNA; or
- (f) approve and execute the winding up and dissolution of BNA.

Decisions by the BAFTA Member under this Section are intended to be made, to the greatest extent possible, in consultation and collaboration with the Corporation, with the objective of

mutual agreement between the BAFTA Member and BNA in all such matters, provided that in the event agreement cannot be reached, the BAFTA Member shall have the right, in its reasonable discretion, to disapprove such corporate action.

Section 8.12 Waiver of Notice

The transactions of any meeting of the Board, however called and noticed, shall be as valid as though taken at a meeting duly held after regular call and notice, if (i) a quorum is present, and (ii) either before or after the meeting, each of the Directors who was not present at the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent does not need to specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. In other words, notice of a meeting need not be given to a Director who provides a waiver of notice or consent to holding the meeting or an approval of the minutes thereof in writing, 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.

Section 8.13 Adjournment

A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 8.14 Notice of Adjournment

Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 8.15 Conduct of Meetings

Meetings of the Board shall be presided over by the Chair, or, if there is no Chair or the Chair is absent, the Deputy Chair or, in the absence of each of these persons, by a chairperson of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, with any provisions of law applicable to the Corporation, or with any agreement between the Corporation and the BAFTA Member.

Section 8.16 Action Without Meeting

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 all members of the Board or such committee consent thereto in writing or electronically. For purposes of this 8.16 only, "all members of the Board" shall not include any "interested Director" as defined in section 5233 of the California Nonprofit Corporation Law.

If the consent shall be via email, the transmission of the consent must be sent by electronic mail and set forth, or be submitted with, information from which it can reasonably be determined that the transmission was authorized by the Director.

Such written and/or email consents shall have the same force and effect as a unanimous vote of the Board taken at a meeting. Such consents shall be filed with the minutes of proceedings of the Board or committee in accordance with applicable law and no notice shall be required in such event.

Section 8.17 Fees and Compensation of Directors

The Corporation shall not pay any compensation to Directors for services rendered to the Corporation as Directors, except that Directors may be reimbursed for expenses incurred in the performance of their duties to the Corporation, in reasonable amounts as approved by the Board.

Section 8.18 Non-Liability of Directors

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

ARTICLE 9 COMMITTEES

Section 9.1 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 Committee shall consist of at least two or more Directors, to serve at the discretion of the Board. Any Committee comprised solely of Directors, to the extent provided in the resolution of the Board, may be given the authority of the Board except that no Committee may:

- (a) approve any action which requires approval of the BAFTA Member pursuant to section 8.11 above.
- (b) approve any action which requires approval of the Voting Members;
- (c) approve the Corporation’s annual budget;
- (d) fill vacancies on the Board;
- (e) amend or repeal any resolution of the Board;
- (f) appoint any other Committees or the members of these Committees;
- (g) expend corporate funds other than in line with the annual budget approved by the Directors;
- (h) to support a nominee for Director after more persons have been nominated than can be elected; or
- (i) approve any transaction (i) between the Corporation and one or more of its Directors or prospective Directors or (ii) between the Corporation and any entity in which one or more of its Directors have a material financial interest.

Section 9.2 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 78 concerning meetings of Directors, with such changes in the context of Article 78 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 shall determine rules for the governance of any Committee not inconsistent with the provisions by these Bylaws which shall be recorded in written terms of reference for the Committee.

Section 9.3 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 9.4 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 9.5 Nonprofit Integrity Act/Audit Committee

In any fiscal year in which the Corporation receives or accrues gross revenues of two million dollars or more (excluding grants from, and contracts for services with, governmental entities for which the governmental entity requires an accounting of the funds received), the Board shall

(i) prepare annual financial statements using generally accepted accounting principles that are audited by an independent certified public accountant (“CPA”) in conformity with generally accepted auditing standards; (ii) make the audit available to the Attorney General and to the public on the same basis that the Internal Revenue Service Form 990 is required to be made available; and (iii) appoint an Audit Committee.

The Audit Committee shall not include paid or unpaid staff or employees of the Corporation, including, if staff members or employees, the Chair, President or chief executive officer or the Treasurer or chief financial officer (if any). If there is a finance committee, members of the finance committee shall constitute less than 50% of the membership of the Audit Committee and the chairperson of the Audit Committee shall not be a member of the finance committee. Subject to the supervision of the Board, the Audit Committee shall:

- (a) make recommendations to the Board on the hiring and firing of the CPA;
- (b) confer with the CPA to satisfy Audit Committee members that the financial affairs of the Corporation are in order;
- (c) approve non-audit services by the CPA and ensure such services conform to standards in the Yellow Book issued by the United States Comptroller General; and
- (d) if requested by the Board, negotiate the CPA’s compensation on behalf of the Board.

Section 9.6 Executive Committee

The Executive Committee (“EC”) shall be comprised of the Principal Officers, as defined in Article 10, and may act on behalf of the Board on matters that arise between scheduled that arise between scheduled Board meetings or when it is not practical or feasible for the Board to meet and may undertake such other responsibilities as the Board may delegate or assign to the EC from time to time, in all cases to the extent permitted by applicable law, and the Governing Documents. However, the EC shall not have the power or authority to act on behalf of the Board with respect to any matters listed in Section 8.11 or Section 10.9.2. The EC shall report regularly to the Board on its findings, recommendations, and any other matters the EC deems appropriate or the Board requests, and maintain minutes or other records of EC meetings and activities. Any decision taken by the EC shall be presented to the Board at the meeting of the Board following the EC’s decision.

Section 9.7 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, provided that the chairperson of an advisory committee shall be a Director, unless the Board determines it is in the best interests of the committee to appoint a non-director as its chairperson. The Board shall

appoint and discharge advisory committee members, or may delegate such duties to the chairperson. All actions and recommendations of an advisory committee shall be reported promptly to the Board and shall require ratification by the Board before being given effect.

ARTICLE 10 OFFICERS

Section 10.1 Officers

The officers of the Corporation (“Officers”) shall be a Chairperson of the Board (“Chair”), two Deputy Chairs, a Secretary and a Treasurer (collectively, “Principal Officers”). The Corporation also may have, at the discretion of the Board, such other officers as may be elected or appointed in accordance with the provisions of this Article 10. No person may serve concurrently as more than one of the Principal Officers.

Section 10.2 Election of Officers

The Principal Officers of the Corporation, except for such officers as may be elected or appointed in accordance with the provisions of Section 10.4, shall be chosen from among the Directors by secret ballot at the first meeting of Directors in the calendar year, or at one of the last meetings of Directors of the prior Board, or at such other time and place as the Board may decide, and shall serve at the pleasure of the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service. All candidates to be a Principal Officer shall declare their candidacy, and the office for which they are declaring their candidacy, in writing to the current Chair of the Board at least two weeks prior to the meeting of Directors at which the applicable Principal Officers will be chosen pursuant to this sub-section. The candidate shall, as part of such declaration to the Chair, include a statement in support of his/her candidacy setting out (i) his/her background and qualifications for the position, (ii) the reasons why he/she is running for the position, and (iii) confirmation that he/she understands the nature and time demands of the position and is able to fulfill them, which statement will be distributed to the Directors in advance of the meeting. A candidate for an office shall be deemed elected when a majority of non-abstaining Directors have voted for such candidate. For the avoidance of doubt, abstentions are not to be counted as “no” votes or “yes” votes. All Principal Officers must be chosen from the members of the Board.

Section 10.3 Terms of Principal Officers

The term of each of the Principal Officers shall be three (3) years.

Section 10.4 Subordinate Officers

The Board may appoint, such other officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

Section 10.5 Removal of Officers

Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with cause, as determined by the Board in its reasonable discretion, at any regular or special meeting of the Board, or at the annual meeting of the Corporation.

Section 10.6 Resignation of Officers

Any Officer may resign at any time by giving written notice to the Corporation, but without prejudice to the rights, if any, of the Corporation 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 10.7 Vacancies in Offices

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 regular appointments to that office, provided that such vacancies shall be filled as they occur and not on an annual basis.

Section 10.8 Responsibilities of Officers

10.8.1 **Chairperson of the Board.** The chairperson of the Board (the “Chair”), shall be a Director and shall preside at meetings of the Board and exercise and perform such other powers and duties as may from time to time be assigned to him or her by the Board or prescribed by these Bylaws.

10.8.2 **Deputy Chair.** In the absence of the Chair, or if there is none, either Deputy Chair shall preside at all meetings of the Board and the membership and exercise and perform such other powers and duties as may from time to time be assigned by the Board.

10.8.3 **Secretary.** The secretary of the Corporation (the “Secretary”) shall attend to the following:

10.8.3.1 Bylaws

The Secretary shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date.

10.8.3.2 Minute Book

The Secretary shall keep or cause to be kept a minute book as described in Section 13.1.

10.8.3.3 Notices

The Secretary shall give, or cause to be given, notice of all meetings of the Board in accordance with these Bylaws.

10.8.3.4 Corporate Records

Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book.

10.8.3.5 Other Duties

The Secretary shall have such other powers and perform such other duties incident to the office of Secretary as may be prescribed by the Board or these Bylaws.

10.8.4 **Treasurer.** The treasurer of the Corporation (the “Treasurer”) shall attend to the following:

10.8.4.1 Books of Account

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

10.8.4.2 Financial Reports

The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

10.8.4.3 Deposit and Disbursement of Money and Valuables

The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board; shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board; shall render, or cause to be rendered to the Chair and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers

and perform such other duties incident to the office of Treasurer as may be prescribed by the Board or these Bylaws.

- 10.8.5 **Additional Officers.** The Board may empower the Chairperson, or chief executive, to appoint or remove such other Officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board from time to time may determine.

Section 10.9 Executive Director & Head of North America

The Board shall employ an Executive Director & Head of North America (“ED”) on such terms and for such periods as it chooses. The Board may remove the ED at any time subject to the restraints of the law and any written in the employment contract of the ED. The ED shall attend all meetings of the Board unless requested by the Board not to do so.

- 10.9.1 **ED Powers and Duties.** Subject only to the ultimate authority and control of the Board, the ED shall have all of the powers and duties of management usually vested in the general manager and chief executive officer and/or president of a corporation and shall be entitled to exercise all powers and shall discharge all duties given to the president of a corporation under California Nonprofit Corporation Law and practice. Subject to any contractual provisions and a contrary vote of the Board, the ED shall report to the Board. Notwithstanding the foregoing, the ED shall have the unrestricted right and responsibility to communicate with the Board regarding the affairs of the Corporation.
- 10.9.2 **Appointment and Removal of ED.** In all circumstances, the ED shall be appointed by, and may be removed by, mutual decision and agreement of the Board and the BAFTA Member.
- 10.9.3 **ED Salary Fixed by Board.** The salary of the ED, if any, shall be fixed from time to time by resolution of the Board or by the person or Committee to whom the Board has delegated this function. In all cases, any salary received by the ED shall be reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the public benefit purposes of the Corporation.
- 10.9.4 **Fairness of Compensation.** The Board shall periodically review the fairness of compensation, including benefits, paid to every person, regardless of title, with powers, duties, or responsibilities comparable to the president, chief executive officer, treasurer, or chief financial officer (i) once such person is hired, (ii) upon any extension or renewal of such person’s term of employment, and (iii) when such person’s compensation is modified (unless all employees are subject to the same general modification of compensation).

ARTICLE 11 TRANSACTIONS BETWEEN CORPORATION AND DIRECTORS OR OFFICERS

Section 11.1 Transactions with Directors and Officers

- 11.1.1 **Interested Party Transactions.** Except as described in Section 11.1.2, and in strict compliance with Section 4948 of the Code, the Corporation shall not be a party to any transaction:
- (a) in which one or more of its Directors or Officers has a material financial interest, or
 - (b) with any corporation, firm, association, or other entity in which one or more Directors or Officers has a material financial interest.
- 11.1.2 **Requirements to Authorize Interested Party Transactions.** The Corporation shall not be a party to any transaction described in 11.1.1 unless:
- (a) the Corporation enters into the transaction for its own benefit;

- (b) the transaction is fair and reasonable to the Corporation at the time the transaction is entered into;
- (c) prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith, by a vote of a majority of Directors then in office (without counting the vote of the interested Directors), and with knowledge of the material facts concerning the transaction and the interested Director's or Officer's financial interest in the transaction;
- (d) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation (including reliance on comparable data to determine that the economic benefit provided to a disqualified person does not exceed fair market value for the services or property provided by the disqualified person) that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and
- (e) the minutes of the Board meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (a) through (d) of this Section 11.1.2.

11.1.3 **Material Financial Interest.** A Director or Officer shall not be deemed to have a "material financial interest" in a transaction:

- (a) that fixes the compensation of a Director as a Director or Officer;
- (b) if the contract or transaction is part of a public or charitable program of the Corporation and it (1) is approved or authorized by the Corporation in good faith and without unjustified favoritism, and (2) results in a benefit to one or more Directors or their families only because they are in the class of persons intended to be benefited by the program; or
- (c) where the interested Director has no actual knowledge of the transaction and it does not exceed the lesser of one percent of the gross receipts of the corporation for the preceding year or \$100,000.

Section 11.2 Loans to Directors and Officers

The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer.

Section 11.3 Interlocking Directorates

No contract or other transaction between the Corporation and any corporation, firm or association of which one or more Directors are directors is either void or voidable because such Director(s) are present at the Board or Committee meeting that authorizes, approves or ratifies the contract or transaction, if (i) the material facts as to the transaction and as to such Director's other directorship are fully disclosed or known to the Board or Committee, and the Board or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common Director(s) (subject to the quorum provisions of Article 7); or if (ii) the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved or ratified.

Section 11.4 Duty of Loyalty; Construction with Article 12

Nothing in this Article 11 shall be construed to derogate in any way from the absolute duty of loyalty that every Director and Officer owes to the Corporation. Furthermore, nothing in this Article 11 shall be construed to override or amend the provisions of Article 12. All conflicts between the two articles shall be resolved in favor of Article 12.

ARTICLE 12 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 12.1 Definitions

For purpose of this Article 12:

“Agent” means any person who is or was a Director, Officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation 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 Corporation or of another enterprise at the request of the predecessor corporation;

“Proceeding” means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and

“Expenses” includes, without limitation, all attorneys’ fees, costs, and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys’ fees, costs, and other expenses reasonably incurred in establishing a right to indemnification under this Article 12.

Section 12.2 Applicability of Indemnification Provisions

12.2.1 **Successful Defense by Agent.** To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article 12, 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.

12.2.2 **Settlement or Unsuccessful Defense by Agent.** If an Agent either settles any proceeding referred to in this Article 12, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 12.3 through Section 12.6 shall determine whether the Agent is entitled to indemnification.

Section 12.3 Actions Brought by Persons Other than the Corporation

This Section 12.3 applies to any proceeding other than an action “by or on behalf of the corporation” as defined in Section 12.4. Such proceedings that are not brought by or on behalf of the Corporation are referred to in this Section 12.3 as “Third Party proceedings.”

12.3.1 **Scope of Indemnification in Third Party Proceedings.** Subject to the required findings to be made pursuant to Section 12.3.2, the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.

12.3.2 **Required Standard of Conduct for Indemnification in Third Party Proceedings.** Any indemnification granted to an Agent in Section 12.3.1 above is conditioned on the following. The Board must determine, in the manner provided in Section 12.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of the Corporation, and, in the case of a criminal proceeding, he or she must have had no reasonable cause to believe that his or her conduct was unlawful. The termination of any proceeding by 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 he or she reasonably believed to be in the best interest of the Corporation or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 12.4 Action Brought By or on Behalf of the Corporation

This Section 12.4 applies to any proceeding brought (i) by or in the right of the Corporation, or (ii) by an Officer, Director or person granted relator 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 section 5233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding “by or on behalf of the Corporation”).

12.4.1 **Scope of Indemnification in Proceeding By or On Behalf Of the Corporation.** Subject to the required findings to be made pursuant to Section 12.4.2, and except as provided in Sections 12.4.3 and 12.4.4, the Corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the Corporation, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.

12.4.2 **Required Standard of Conduct for Indemnification in Proceeding By or On Behalf Of the Corporation.** Any indemnification granted to an Agent in Section 12.4.1 is conditioned on the following. The Board must determine, in the manner provided in Section 12.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of the Corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

12.4.3 **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 Corporation, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Also, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the approval of the Attorney General.

12.4.4 **Claims and Suits Awarded Against Agent.** If any Agent is adjudged to be liable to the Corporation in the performance of the Agent’s duty to the Corporation, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 12.4.1 for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

- (a) The determination of good faith conduct required by Section 12.4.2 must be made in the manner provided for in Section 12.5; and
- (b) 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 is fairly and reasonably 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 12.5 Determination of Agent’s Good Faith Conduct

The indemnification granted to an Agent in Section 12.3 and Section 12.4 is conditioned on the findings required by those Sections being made by:

- (a) the Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or
- (b) the court in which the proceeding is or was pending. Such determination may be made on application brought by the Corporation or the Agent or the attorney 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 Corporation.

- Section 12.6 Limitations
No indemnification or advance shall be made under this Section 12, except as provided in Section 12.2.1 or Section 12.5(b), in any circumstances when it appears:
- (a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
 - (b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.
- Section 12.7 Advance of Expenses
Subject to the Board's determination of the Agent's good faith conduct as set forth in Section 12.5, and approval by the Board expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance (and reasonable assurance that such amounts will be repaid) unless it is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article 12. Notwithstanding the foregoing, to the extent such expenses are covered or will be covered by the Corporation's insurance, such advances shall not be made.
- Section 12.8 Contractual Rights of Non-Directors and Non-Officers
Nothing contained in this Article 12 shall affect any right to indemnification to which persons other than Directors and Officers of the Corporation, or any of its subsidiaries, may be entitled by contract or otherwise.
- Section 12.9 Insurance
The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, as defined in this Article 12, against any liability asserted against or incurred by any Agent in such capacity or arising out of the Agent's status as such, whether or not the Corporation would have the power to indemnify the Agent against the liability under the provisions of this Article 12.
- Section 12.10 Nonapplicability to Fiduciaries of Employee Benefit Plans.
This Article 12 does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation. The Corporation shall have power to indemnify such trustee, investment manager, or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the Code.

ARTICLE 13 CORPORATE RECORDS, REPORTS

- Section 13.1 Minute Book
The Corporation 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 13.2 Books and Records of Account

The Corporation 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 13.3 Articles of Incorporation and Bylaws

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

Section 13.4 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns

The Corporation 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 13.5 Directors' Rights of Inspection

Every Director shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the Corporation and each of its subsidiaries. The inspection may be made in person by the Director or the Director's agent or attorney (upon written proof of authorization by the Director). The right of inspection includes the right to copy and make extracts of documents, but all inspecting parties shall keep such documents confidential, unless otherwise required by law.

ARTICLE 14 EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 14.1 Execution of Instruments

The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, 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 Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 14.2 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 Corporation shall be signed by the Treasurer and countersigned by the ED.

Section 14.3 Deposits

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

Section 14.4 Gifts

The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable purposes of the Corporation.

ARTICLE 15 CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions of 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 Corporation and a natural person. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

ARTICLE 16 AMENDMENTS

Amendment by Directors

The Board may adopt, amend or repeal these Bylaws, except as otherwise provided in 8.11 above and subject to the following limitations:

- (a) Where any provision of these Bylaws requires the vote of a larger proportion of the Directors than otherwise is required by law, such provision may not be altered, amended or repealed except by the vote of such greater number.
- (b) No amendment may extend the term of a Director beyond that for which such Director was elected.
- (c) If Bylaws are adopted, amended or repealed at a meeting of the Board, such action is authorized only at a duly called and held meeting for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefor, is given in accordance with these Bylaws, unless such notice is waived in accordance with these Bylaws.
- (d) Amendment of any Bylaw provision that materially and adversely affects the voting rights of the Dual Members or reduces the number of Directors that are elected by the Dual Members must be approved by a majority of the Dual Members.

ARTICLE 17 ARBITRATION

Any controversy or claim arising out of or relating to these Bylaws or the management, elections and affairs of the Corporation (which expression, for purposes of this Article 17, includes any officer, director, employee and representative thereof), and any controversy or claim asserted by any Member of this Corporation against the Corporation, shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and not by court action, except as provided by California law for judicial review of arbitration proceedings. Any award rendered as a result of said binding arbitration may be enforced by petition brought in Los Angeles Superior Court.

Appendix A

Transition Board of Directors

Board Member	Appointed By	Initial Term Ends	Eligible for Re-election/ Re-appointment *
Alexis Alexanian	EC	Dec 31, 2022	Yes
Maria Ishak	EC	Dec 31, 2021	Yes
Julie La’Bassiere	EC	Dec 31, 2022	Yes
Betsy Rodgers	EC	Dec 31, 2023	Yes
Adam Bialow	LA	Dec 31, 2021	No
Kathryn Busby	LA	Dec 31, 2022	Yes
Louise Chater	LA	Dec 31, 2022	Yes
Tara Halloran	LA	Dec 31, 2021	Yes
Alexa Jago	LA	Dec 31 2021	Yes
Melissa Myers	LA	Dec 31, 2021	Yes
Karl Stewart	LA	Dec 31, 2022	No
Elliot Knight	LA	Dec 31, 2023	Yes
Appointed Member TBC	BAFTA	Dec 31, 2023	Yes
John Smith	BAFTA	Dec 31, 2023	Yes
<i>To be elected by BNA Dual Members after final approval of the Merger</i>	Member-elected	Dec 31, 2023	TBC
<i>To be elected by BNA Dual Members after final approval of the Merger</i>	Member-elected	Dec 31, 2023	TBC

- Subject to any exceptions as outlined in Bylaws. Terms following the initial terms reflected herein will be subject to the six-year total term limit set forth in the Bylaws and, as such, may be capped at one or two years, depending upon term histories.