

WITNESS TO INNOCENCE

A Pennsylvania Nonprofit Corporation

Bylaws¹

(Non-Membership)

ARTICLE I — PURPOSES

1.1 The purposes of Witness To Innocence (the “Corporation”) are exclusively for charitable purposes as set forth in the Articles of Incorporation. In pursuing such purposes, the Corporation shall not act so as to impair its eligibility for exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

ARTICLE II — OFFICES

2.1 Registered Office. The registered office of the Corporation shall be at 3916 Locust Walk, Philadelphia, PA 19104, or such other location in Pennsylvania as the Board of Directors (the “Board”) may from time to time determine.

2.2 Other Offices. The Corporation may also have offices at such other places as the Board may select and the business of the Corporation shall require.

ARTICLE III — MEMBERS

3.1 Membership Corporation. The Corporation shall have no members.

3.2 Honorary Titles. The Board may create such classes of “membership,” such as honorary members or advisory members, as the Board sees fit, but such persons shall not have the rights of members under the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the “Act”).

ARTICLE IV — BOARD OF DIRECTORS

4.1 Powers. The Directors shall have all powers and duties for the conduct of the activities of the Corporation except as otherwise required by these Bylaws or a resolution duly adopted by the Board.

4.2 Qualification of Directors. Each Director shall be a natural person at least eighteen (18) years of age who need not be a resident of the Commonwealth of Pennsylvania.

¹ Bylaws approved by the Board of Directors on 6-11-09

4.3 Number, Election, Term. The Board shall consist of not less than seven (7) nor more than thirteen (13) persons. At all times at least one third of the Board shall be exonerated former death row prisoners who are recognized participants of the Corporation, one of whom shall be elected by other exonerated former death row prisoners who are also recognized participants of the Corporation. At all times at least two of the Board shall be family members of exonerated former death row prisoners. Directors shall be chosen bi-annually by the Board at the annual meeting of the Board and shall serve for terms of two years and (a) until their successors are duly elected and qualified or (b) their earlier death, resignation or removal. As nearly as possible, an equal number of terms shall expire each year. Any Director who serve three consecutive terms shall not be eligible for re-election until one year after the expiration of his or her second consecutive term.

4.4 Nomination and Selection. Prior to the annual election, persons seeking office as Directors must file a prescribed form with the Secretary of the Board identifying their status. Nominees to the Board shall be vetted by a committee appointed by the Board. No one may seek the office of Director unless such person is in good standing with Witness to Innocence.

4.5 Removal. Any Director may be removed from office, without the assignment of cause, by a vote of the majority of the Directors in office at any duly convened meeting of the Board, provided that written notice of the intention to consider removal of such Director has been included in the notice of the meeting. No Director shall be removed without having the opportunity to be heard at such meeting, but no formal hearing procedure need be followed.

4.6 Resignations. Any Director may resign such position at any time, such resignation to be made in writing and to take effect from the time of its receipt by the Chairperson of the Board, unless some later time may be fixed in the resignation, and then from that date. The acceptance of the resignation shall not be required to make it effective.

4.7 Filing Vacancies. If the position of any Director becomes vacant by an increase in the number of Directors or by reason of death, resignation, disqualification or otherwise, the remaining Directors by affirmative vote of a majority of all Directors in office may choose a person or persons who shall hold office for the remaining term.

4.8 Quorum. A majority of the Directors present in person at any duly convened meeting shall constitute a quorum of the Board. The acts of a majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board, unless a greater number is required by the Act or these Bylaws.

4.9 Vote. Each Director shall be entitled to one (1) vote in person.

4.10 Unanimous Consent of Directors in Lieu of Meeting. Any action which may be taken at a meeting of the Board may be taken without a meeting if a consent or consents in writing setting forth the action so taken shall be signed by all of the Directors in office and shall be filed with the Secretary of the Corporation.

4.11 Semi-annual Meeting. The semi-annual meetings of the Board shall be held upon [date1] and [date 2] in each year, or upon five (5) days' notice at such other time and place as the Board shall determine. If either of the two dates is a legal holiday under the laws of Pennsylvania, the semi-annual meeting shall be held on the next succeeding business day which is not a legal holiday under the laws of Pennsylvania.

4.12 Regular Meetings. Regular meetings of the Board shall be held quarterly as determined by the Board. If the date fixed for any regular meeting is a legal holiday under the laws of Pennsylvania, the meeting shall be held on the next succeeding business day or at such other time as may be determined by resolution of the Board. The Board shall transact such business as may properly be brought before its meetings. Notice of regular meetings need not be given.

4.13 Special Meetings. Special meetings of the Directors may be called by the President or any two Directors at any time. At least five (5) days' notice stating the time, place and purpose of any special meeting, and name or names of Directors calling the meeting shall be given to the members of the Board.

4.14 Adjourned Meetings. When a meeting is adjourned, it shall not be necessary to give any notice of the adjourned meeting or of the business to be transacted at an adjourned meeting, other than by announcement at the meeting at which such adjournment is taken.

4.15 Teleconference Meetings. One or more Directors may participate in a meeting of the Board or any committee thereof by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can hear each other.

ARTICLE V — OFFICERS

5.1 Positions, Elections, Term. The officers of the Corporation shall include a Chairperson, an Executive Director, a Secretary and a Treasurer and such other officers whose positions shall be created from time to time by the Directors. The Officers shall be elected bi-annually by the Directors at the semi-annual meeting of Directors and shall serve for a term of two years and until their successors are duly elected and qualified, or until their earlier death, resignation or removal. Those persons elected to officer positions created by these Bylaws shall be elected from among Directors.

5.2 Consecutive Terms. Officers may be elected for 2 consecutive terms. No Officer may serve more than three two-year terms consecutively.

5.3 Removal. Any officer or agent may be removed by the Board by affirmative vote of a three-quarters majority whenever in its judgment the best interests of the Corporation will be served. Such removal shall be without prejudice to the contract rights, if any, of any person so removed.

5.4 Resignation. Any officer may resign such position at any time, such resignation to be made in writing and to take effect from the time of its receipt by the Chairperson of the Board, unless some later time may be fixed in the resignation, and then from that date. The acceptance of the resignation shall not be required to make it effective.

5.5 Filing Vacancies. If the position of any officer becomes vacant by an increase in the number of officers or by reason of death, resignation, disqualification or otherwise, the Directors may choose a person or persons who shall hold office for the remaining term.

5.6 Chairperson. The Chairperson shall have general and active management of the business of the Corporation, subject to the control of the Board. The Chairperson shall preside over all meetings of the Board and the Executive Committee. The Chairperson shall execute in the name of the Corporation, deeds, mortgages, bonds, contracts and other instruments authorized by the Board, except in cases where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation. In general, the Chairperson shall perform all duties incident to the office of the Chairperson and such other duties as may be assigned by the Board.

5.7 Executive Director. The Executive Director shall be the chief administrative officer of the Corporation. The Executive Director shall supervise the day-to-day affairs of Witness to Innocence and shall perform such other duties as may be assigned to him or her by the Board. The Executive Director will be a Board member and shall have the power to hire or fire such staff as is necessary according to the policies approved by the Board. The Executive Director shall not hold any other office.

5.8 Secretary. The Secretary shall attend all meetings of the Board. The Secretary shall record all votes of the Board and the minutes of the meetings of the Board in a book or books to be kept for that purpose. In the event the Secretary is not present at a meeting the minutes shall be recorded by a Director designated by the Chairperson. The Secretary shall see that required notices of meetings of the Board are given and that all records and reports are properly kept and filed by the Corporation. The Secretary shall communicate, in a timely manner, with the Board concerning all matters relating to the activities and functioning of the Board. The Secretary shall perform all duties incident to the office of Secretary and such other duties as may be assigned by the Board or the Chairperson.

5.9 Treasurer. The Treasurer shall be responsible for corporate funds and securities and shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Corporation. The Treasurer shall have full authority to receive and give receipts for all money due and payable to the Corporation, and to endorse checks, drafts and warrants in its name and on its behalf and to give full discharge for the same. The Treasurer shall render to the President and the Board, as requested by them but not less than once a year, a regular accounting of all transactions and of the financial condition of the Corporation. The

Treasurer shall perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Board or the President.

ARTICLE VI — COMMITTEES

6.1 Establishment. The Board may establish one or more committees to consist of one or more Directors of the Corporation and such other persons as are deemed appropriate by the appointing authority. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all of the powers and authority of the Board, except that no committee shall have any power or authority as to the following:

- (a) The filling of vacancies of the Board;
- (b) The adoption, amendment or repeal of the Bylaws;
- (c) The amendment or repeal of any resolution of the Board;
- (d) Action on matters committed by the Bylaws or resolutions of the Board to another committee of the Board.

The foregoing notwithstanding, when committee acts to bind the Board, only those members of the committee who are Directors of the Corporation shall have a vote.

6.2 Appointment of Members. Unless otherwise determined by the Board, the Chairperson shall appoint members of all committees.

6.3 Committees. The committees of the Corporation shall include an Executive Committee and a Nominating Committee. The Board may also create, from time to time and as needed, other committees to address particular needs of the organization.

6.4 Executive Committee. The Executive Committee shall consist of the Executive Director, the Chairperson, the Secretary and the Treasurer of the Corporation. The Executive Committee shall serve the purpose of meeting to advance the business of the Corporation when it is impractical or unfeasible for the entire Board to meet subject to the exceptions in Section 6.1. The Executive Committee may authorize action in case of emergency without approval of the Board, and shall seek ratification of its action by the Board at its next regular meeting. In order to constitute a valid meeting of the Executive Committee, the Executive Director and at least two other members of the Executive Committee must be present. Any emergency decisions of the Executive Committee must be made by consensus.

6.5 Nominating Committee. The Nominating Committee is responsible for the general affairs of the Board. The responsibilities of the Nominating Committee include, but are not limited to, the following:

- (a) To meet with prospective board members and recommend candidates to the board;
- (b) To conduct orientation sessions for new board members;

ARTICLE VIII — MEETINGS AND NOTICE

8.1 Place of Meetings. Meetings may be held at such place within or without Pennsylvania as the Board may from time to time determine.

8.2 Notice. Whenever written notice is required to be given to any person, it may be given to such person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or by telegram (with messenger service specified), telex or TWX (with answer back received) or courier service, charges prepaid, or by facsimile transmission, to that person's address (or telex, TWX or facsimile number) appearing on the books of the Corporation, or in the case of Directors, supplied by that person to the Corporation for the purpose of notice. If the notice is sent by mail, telegraph or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail, or deposited with a telegraph office or courier service for delivery to such person or, in the case of telex, TWX or facsimile, when dispatched. Such notice shall specify the place, day and hour of the meeting and any other information which may be required by the Act or these Bylaws.

8.3 Waiver of Notice. Any required notice may be waived by the written consent of the person entitled to such notice either before or after the time for giving of notice, and attendance of a person at a meeting shall constitute a waiver of notice, except where a person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

ARTICLE IX — CONFLICTS OF INTEREST

9.1 Interested Directors and Officers. No contract or transaction between the Corporation and one or more of its Directors or officers or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its Directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for such reason, or solely because the Director or officer is present at or participates in the meeting of the Board which authorizes the contract or transaction, or solely because his or her, or their votes are counted for that purpose if:

- (a) The material facts as to the relationship or interest and as to the contract or transaction are disclosed or are known to the Board, and the Board in good faith authorizes the contract or transaction by the affirmative votes of a majority of disinterested Directors even though the disinterested Directors are less than a quorum; or

- (b) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board which authorizes the contract or transaction.

ARTICLE X — STANDARD OF CARE

10.1 Standard of Care; Justifiable Reliance. A Director shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Director, including duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner the Director reasonably believes to be in the best interests of the Corporation and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including, without limitation, financial statements and other financial data, in each case prepared by any of the following:

- (a) One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;
- (b) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person; or
- (c) A committee of the Board upon which the Director does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if the Director has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

10.2 Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken by the Board, committees of the Board or by individual Directors, or any failure to take any action, shall be presumed to be in the best interests of the Corporation.

10.3 Notation of Dissent. A Director who is present at a meeting of the Board, or of a committee of the Board, at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless the Director files a written dissent to the action with the Secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the Secretary immediately after the adjournment of the meeting. The right to dissent shall not apply to a Director who voted in favor of the action. Nothing in this Section shall bar a Director from asserting that minutes of the meeting incorrectly omitted his or her dissent if, promptly upon

receipt of a copy of the minutes, the Director notifies the Secretary, in writing, of the asserted omission or inaccuracy.

ARTICLE XI — LIMITATION OF LIABILITY; INSURANCE

11.1 Limitation of Liability of Directors. A Director shall not be personally liable for monetary damages for any action taken, or any failure to take action, unless:

- (a) The Director has breached or failed to perform the duties of Director in accordance with the standard of conduct contained in Section 5712 of the Act and any amendments and successor acts thereto; and
- (b) The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

This Section shall not apply to (1) the responsibility or liability of a Director pursuant to any criminal statute or (2) the liability of a Director for the payment of taxes pursuant to local state or federal law. Any repeal or amendment of this Section shall be prospective only and shall not increase, but may decrease, a Director's liability with respect to actions or failures to act occurring prior to such change.

11.2 Insurance. The Corporation shall purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against that liability under the Act. The Corporation's payment of premiums with respect to such insurance coverage shall be provided primarily for the benefit of the Corporation. To the extent that such insurance coverage provides a benefit to the insured person, the Corporation's payment of premiums with respect to such insurance shall be provided in exchange for the services rendered by the insured person and in a manner so as not to constitute an excess benefit transaction under Section 4958 of the Internal Revenue Code of 1986 (the "Code"), as amended.

11.3 Bonds. At the discretion of the Board, bonds may be required on officers, directors or employees who have the power to contract or sign checks in the name of Witness to Innocence provided that the cost of such bonds shall be paid by Witness to Innocence.

ARTICLE XII — INDEMNIFICATION

12.1 Third-Party Actions. The Corporation shall indemnify any officer, Director, employee or representative of the Corporation, who was or is a party or is threatened to be made a party to any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative (other than action by or in the right of the Corporation),

by reason of the fact that he or she is or was an officer, Director, employee or representative of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or proceeding.

12.2 Derivative and Corporate Actions. The Corporation shall indemnify any representative who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was an officer, Director, employee or representative of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another domestic or foreign corporation for profit or not-for-profit, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the defense or settlement of the action. Indemnification shall not be made under this Section in respect of any claim, issue or matter as to which the person has been adjudged to be liable to the Corporation unless and only to the extent that the court of common pleas of the judicial district embracing the county in which the registered office of the Corporation is located or the court in which the action was brought determines upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court of common pleas or other court shall deem proper.

12.3 Employee Benefit Plans. For purposes of this Article, "other enterprises" shall include employee benefit plans; "serving at the request of the Corporation" shall include any service as an officer, Director, employee or representative of the Corporation that imposes duties on, or involves services by, the officer, Director, employee or representative with respect to an employee benefit plan, its participants or beneficiaries; excise tax assessed on a person with respect to any employee benefit plan shall be deemed "fines"; and action with respect to an employee benefit plan taken or omitted in good faith by a representative in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of the plan shall be deemed to be action in a manner that is not opposed to the best interests of the Corporation.

12.4 Procedure for Effecting Indemnification. Unless ordered by a court, any indemnification under section 12.1 or 12.2 or otherwise permitted by law shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification is proper in the circumstances because he or she has met the applicable standard of conduct set forth under that section. Such determination shall be made:

- (a) By the Board by a majority vote of a quorum consisting of Directors who were not parties to the action or proceeding;
- or

- (b) If such a quorum is not obtainable or if obtainable and a majority vote of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

12.5 Advancement of Expenses. Expenses incurred by a person entitled to indemnification pursuant to this Article or otherwise permitted by law in defending a civil or criminal action, suit or proceeding shall, in any case required by sections 12.2 or 12.3, and may, in any other case, be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay the amount so advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation.

12.6 Supplementary Coverage. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Act, or any bylaw, agreement vote of disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding that office. Article IX (relating to conflicts of interest) shall be applicable to any bylaw, contract or transaction authorized by the Directors under this Section. However, no indemnification may be made by the Corporation under this Article or otherwise to or on behalf of any person to the extent that:

- (a) The act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted self-dealing, willful misconduct or recklessness; or
- (b) The Board determines that under the circumstances indemnification would constitute an excess benefit transaction under Section 4958 of the Code, as amended.

12.7 Duration and Extent of Coverage. The indemnification and advancement of expenses provided pursuant to this Article shall continue as to any person who has ceased to be an officer, Director, employee or representative of the Corporation and shall inure to the benefit of the heirs, executors and administrators of such person.

12.8 Reliance and Modification. Each person who shall act as an officer, Director, employee or representative of the Corporation shall be deemed to be doing so in reliance upon the rights provided by this Article. The duties of the Corporation to indemnify and to advance expenses to a representative provided in this Article shall be in the nature of a contract between the Corporation and the officer, Director, employee or representative. No amendment or repeal of any provision of this Article shall alter, to the detriment of the representative, his or her right to the advance of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment or repeal.

ARTICLE XIII — ANNUAL REPORT

13.1 Annual Report. The President and the Treasurer shall present to the Board at its annual meeting a report, verified by the President and Treasurer or by a majority of the Board, showing in appropriate detail the following:

- (a) The assets and liabilities of the Corporation as of the end of the fiscal year immediately preceding the date of the report.
- (b) The principal changes in assets and liabilities during the year immediately preceding the date of the report.
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report.
- (d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the year immediately preceding the date of the report.

The annual report of the Board shall be filed with the minutes of the annual meeting of the Board.

ARTICLE XIV – POWER TO SIGN CHECKS AND CONTRACTS

14.1 Power to sign checks. The Board may in its discretion give the power to sign checks in the name of and on behalf of Witness to Innocence to any officer, director or employee, either alone or in combination provided that bonds or other insurance against losses or liability to Witness to Innocence may be required of such person with Witness to Innocence paying the cost of such bonds or insurance.

14.2 Power of Contract. The Board may, in its discretion, give the power to negotiate, execute, and sign the name of and on behalf of Witness to Innocence any agreement, contract, lease, or instrument to the Chairperson or to whom the Chairperson designates, provided that bonds or other insurance sufficient to indemnify Witness to Innocence against loss or liability may be required on such person with Witness to Innocence paying the cost of such bonds or insurance.

ARTICLE XV — AMENDMENTS

15.1 Amendments. The Articles of Incorporation of the Corporation and the Bylaws may be amended by a vote of two-thirds (2/3) of the Board at any duly convened meeting of the Board after at least fifteen (15) days advance notice of such purpose has been given, including a copy of the proposed amendment or a summary of the changes to effected thereby.

ARTICLE XVI – DISSOLUTION

16.1 Dissolution. Witness to Innocence may be dissolved by an 80% vote of the Directors then serving provided that notice of the proposed dissolution has been submitted to the Board in writing with written notice of the meeting date to decide on the proposed dissolution at least thirty (30) days prior to the meeting date. Dissolution of Witness to Innocence shall be as provided in the Articles of Incorporation and in the general laws relating to Corporations in the Commonwealth of Pennsylvania.

ARTICLE XVII—NON-DISCRIMINATION

17.1 Non-discrimination. The organizations, officers, Directors, employees and persons served by and collaborating with Witness to Innocence shall be selected in a non-discriminatory manner without respect to age, sex, race, color, national origin, sexual orientation, gender identification, or political or religious opinion or affiliation.

ARTICLE XVIII — MISCELLANEOUS

18.1 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of July and end on the last day of June.

18.2 Headings. In interpreting these Bylaws, the headings of articles shall not be controlling.

18.3 Corporate Records. The Corporation shall keep (a) minutes of the proceedings of the Board and (b) appropriate, complete and accurate books or records of account, at its registered office or the principal place of business or any actual business office of the Corporation.

18.4 Corporate Seal. The corporate seal of the Corporation shall be in circular form and shall bear the name of the Corporation and the words “Corporate Seal, Pennsylvania 2008.”

Adopted: June 11, 2009