

W E D N E S D A Y ,

Oath Keepers By-Laws

# BYLAWS OF OATH KEEPERS

## ARTICLE I

### DEFINITIONS

**Section 1.01. "Articles"** The Articles of Incorporation of the Foundation filed with the Secretary of State of Nevada on the Effective Date. (Document No. 20090801288-48), as amended.

**Section 1.02. "Board"** shall mean the group of all Trustees, as constituted from time to time.

**Section 1.03. "Bylaws"** shall mean these bylaws, as amended.

**Section 1.04. "Effective Date"** shall mean October 22, 2009, the date on which the Articles were filed.

**Section 1.05. "Founder"** shall mean E. Stewart Rhodes

**Section 1.06. "Oath Keepers"** shall mean and refer to the Oath Keepers, a Nevada nonprofit corporation, organized by virtue of the filing of the Articles on the Effective Date, for the purposes therein stated.

**Section 1.07. "Trustee"** shall mean and refer to the Founder each individual elected to serve on the Board pursuant to Section 2.01 of these Bylaws. Each Trustee must be a natural person.

## ARTICLE II

### TRUSTEES

#### **Section 2.01. Number, Tenure and Qualifications.**

The Board of Oath Keepers shall consist of the Founder and at least ten (10) additional Trustees. For so long as the Founder is living, is not incompetent and has not resigned, the Founder shall be absolutely entitled to serve as a Trustee of Oath Keepers and Chairman of the Board. The Board shall be self-perpetuating electing their own replacements, and the terms of office of the Trustees shall be staggered. Upon the expiration of the term of office of a Trustee, subject to the provisions of Section 2.12, the remaining Trustees whose terms of office are not expiring, by majority vote shall elect an individual to serve as a Trustee to replace any Trustee whose term is expiring. Other than the Founder, the term of office of

each Trustee shall be thirty-six months or approximately thirty-six months commencing on the date on which such Trustee accepts appointment and ending on the date of the annual meeting of Trustees during the third calendar year following the year in which such Trustee's term of office commenced. No more than one-third of the Trustees (plus one if the total number of Trustees is not divisible by three) may be elected in any year.

**Section 2.02. Resignation.** Any Trustee may resign effective upon giving written notice to the chairman of the Board unless the notice specifies a later time for effectiveness of such resignation. If the Board accepts the resignation of a Trustee tendered to take effect at a future date, the Board may elect a successor to take office when the resignation becomes effective.

**Section 2.03. Removal.**

(a) The Board, by majority vote, may declare vacant the office of a Trustee who has been declared incompetent by an order of court of competent jurisdiction or who has been convicted of a felony.

(b) That any one or more Trustees, other than the Founder, Trustee may be removed from office without cause for any reason or no reason, by the vote of the Founder and at least two-thirds of the remaining members of the Board.

**Section 2.04. Vacancies.** Subject to the provisions of Section 2.12, a vacancy in the Board because of death, resignation, removal or otherwise, may be filled by the remaining Trustees by the affirmative vote of a majority thereof, although less than a quorum. Each successor so elected shall hold office for the unexpired portion of the term of office of the Trustee whose office became vacant or until a successor shall have otherwise been duly elected and qualified.

**Section 2.05. Annual Meeting.** The annual meeting of the Board shall be held without any notice other than this provision at 10:00 o'clock a.m. on the day preceding the first day of the annual conference in October of each year, for the purpose of electing Trustees and for the transaction of such other business as may properly come before the meeting. If the election of Trustees is not held on the day designated herein for any annual meeting of the Board, or at any adjournment thereof, the president of Oath Keepers shall cause the election of Trustees to be conducted at a special meeting of the Board as soon thereafter as may be convenient.

**Section 2.06. Regular Meetings.** Regular monthly meetings of the Board shall be held, without any notice other than this provision on the first Wednesday of each month; but if such day is a legally-recognized holiday then the meeting otherwise scheduled to be held on such day shall be rescheduled and held on any day which occurs within the period which begins on the first Wednesday of such month and ends on the last day of such month. Nothing contained in this Section 2.06, however, shall be construed to preclude the holding of a special meeting in lieu of any cancelled regular meeting.

**Section 2.07. Special Meetings.** Special meetings of the Board may be called by the chairman and shall be called by the chairman of the Board upon the request of any two Trustees.

**Section 2.08. Place of Meetings.** Any meeting of the Board may be held at its registered office or at such other place as the Chairman may designate. A waiver of notice signed by all of the Trustees may designate any place for the holding of such meeting.

**Section 2.09. Notice of Meetings.**

(a) Except as otherwise provided in Section 3.06, the secretary of Oath Keepers shall cause to be delivered to all Trustees written notice of any special meeting of the Board at least twenty-four hours before the date and time of such meeting.

(b) Any proper business may be presented at any meeting of the Board, regardless of whether or not the nature of such business is stated in the notice or waiver of notice.

(c) Any notice or demand required or desired to be given to any party pursuant to these Bylaws shall be in writing and shall be validly served, given, delivered or made only if (i) personally delivered (including delivery by a commercially-recognized courier which provides service between the point-of-origin and the point-of-destination); (ii) deposited in the United States mail, certified or registered, postage prepaid, return receipt requested; or (iii) made by telecopied transmission or electronic transmission. Service by United States mail shall be deemed made on the date actually received or the date on which delivery is first attempted, whichever is sooner. Service by telecopier shall be deemed made upon the date of transmission provided transmission is confirmed prior to 5:00 o'clock p.m. local time at the place of delivery on a business day or, if the date of

transmission is not a business day (i.e. Saturday, Sunday or legally-recognized holiday at the place of delivery) or if transmission is confirmed after 5:00 o'clock p.m. local time at the place of delivery on a business day, service shall be deemed made on the first business day after the date of transmission.

(d) The written certificate of the person delivering notice of any meeting of the Board, setting forth the substance of the notice, the dates the notice was mailed, delivered or telecopied, and the addresses, telecopier number, or electronic address to which the notice was mailed, delivered, telecopied, or electronically transmitted, shall be *prima facie* evidence of the manner and fact of giving such notice.

#### **Section 2.10. Waiver of Notice.**

(a) Any Trustee may waive notice of a meeting by written instrument, signed by such Trustee, either before or after such meeting. Such waiver shall have the same effect as if notice were properly given to such Trustee.

(b) Attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting, unless such attendance is for the express purpose of objecting to the transaction of business there at because the meeting is not properly called, noticed, or convened.

#### **Section 2.11. Quorum; Adjourned Meetings.**

(a) A majority of Trustees in office shall constitute a quorum for the transaction of business by the Board at any meeting.

(b) At any meeting of the Board where a quorum is not present, a majority of those Trustees present may adjourn, from time to time, until a quorum is present, and no notice of such adjournment shall be required. At any adjourned meeting where a quorum is present, any business may be transacted which could have been transacted at the meeting originally called.

**Section 2.12. Board Decisions.** The affirmative vote of a majority of the Trustees present at a meeting at which a quorum is present shall be the action of the Board. Provided however, the Founder shall have the power of veto which may be overridden only by the vote of two thirds of those Trustees present. Provided further however, any decision which may benefit a Trustee or affiliates of a Trustee, directly or indirectly, pecuniarily, economically or otherwise, shall be determined by the affirmative vote of a majority of disinterested Trustees, even if the number of disinterested Trustees is less than

a majority of the Trustees.

**Section 2.13. Order of Business.** The order of business at any meeting of the Board, insofar as may be reasonably practical, shall be as follows:

- (a) Call to order.
- (b) Determination of directors present and existence of quorum.
- (c) Approval of any minutes of any meeting or meetings not previously approved.
- (d) Election or appointment of committee chairmen and committee members.
- (e) Disposition of any unfinished business.
- (f) Consideration and disposition of any new business.
- (g) Adjournment.

**Section 2.14. Telephonic Meetings.** Meetings of the Board may be held by telephone, electronic or similar communications equipment so long as all Trustees participating in such meeting can communicate with one another during such meeting. Participation in such a meeting constitutes presence in person at such meeting.

**Section 2.15. Absentees Consent to Meetings.**

Actions taken at any meeting of the Board which may not have been duly called, noticed or convened (due to a lack of quorum or otherwise) shall be as valid as if taken at a meeting duly held if, either before or after the meeting, all of the Trustees entitled to vote who were not present in person (and those who, although present, either objected at the beginning of the meeting to the transaction of any business because the meeting had not been duly called, noticed, or convened, or expressly objected at the meeting to the consideration of matters not included in the notice which were required to be included therein) sign a written consent to the holding of the meeting and approval of the minutes of such meeting. All such consents and approvals shall be made a part of the minutes of the meeting.

**Section 2.16. Action Without Meeting.** Any action which may be taken at any meeting of the Board may be taken without a meeting, if a written consent to such action is signed by a majority of the Trustees. Whenever action is taken by written consent, a meeting need not be called, noticed or convened. All written consents of Trustees shall be filed with the minutes of meetings of the Board or committee.

**Section 2.17. Powers.** Except as otherwise provided by law, the Articles, and subject to Section 2.12, the Board

is exclusively vested with the absolute, complete and unrestrained power and authority to manage the affairs of Oath Keepers, and is authorized and empowered to exercise any and every power and right of Oath Keepers in such manner as the Board may determine.

**Section 2.18. No Compensation.** No person shall receive any compensation for services as a Trustee.

### **ARTICLE III**

#### **COMMITTEES**

**Section 3.01. Establishment.** The Board, in its discretion, may establish an executive committee and other committees having such powers and performing such duties as the Board may delegate to it by resolution from time to time, including the immediate oversight and management of certain business affairs of Oath Keepers. The Board shall appoint the persons to serve on such committees. The Board may appoint ex officio, trustees and officers.

**Section 3.02. Term of Office.** At the discretion of the Board, each member of a committee shall continue to serve for such term as may be established by the Board, unless the existence of the committee shall be sooner terminated or unless such member be removed or such member shall cease to qualify as a member thereof.

**Section 3.03. Quorum.** Unless otherwise provided by the Board, a majority of the entire committee shall constitute a quorum.

**Section 3.04. Committee Decisions.** The affirmative vote of a majority of the committee members present at a meeting at which a quorum is present shall be the action of the committee. However, any decisions which may benefit a committee member or affiliate of a committee member, directly or indirectly, pecuniarily, economically or otherwise, shall be determined by the affirmative vote of a majority of disinterested committee members, even if the number of disinterested committee members is less than a majority of the members of the committee.

**Section 3.05. Telephonic Meetings.** Meetings of the committee may be held through the use of a conference telephone or similar communications equipment so long as all members of the committee participating in such meeting can hear one another at the time of such meeting. Participating in such a meeting constitutes presence at such meeting.

**Section 3.06. Action Without Meeting.** Any action

required or permitted to be taken at any meeting of a committee may be taken without a meeting, if a written consent, including telecommunication or electronic transmission, to such action is signed by all of the members of the committee. Whenever action is taken by written consent, a meeting need not be called, noticed or convened. All written consents shall be filed with the minutes of the committee.

**Section 3.07. Vacancies.** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

**Section 3.08. Resignation.** Any member of any committee may resign at any time by giving notice to the Board. If any *ex officio* officer or trustee resigns, such resignation shall likewise automatically constitute a resignation of the position held by such person as well, regardless of whether or not such person's resignation specifically so states. Unless the notice specifies a later time for the effectiveness of such resignation, the resignation shall be deemed to take effect upon the giving of such notice.

**Section 3.09. Removal; Resignation.** Any member of any committee may be removed from service on such committee by a majority of the Board whenever, in its judgment, the best interest of Oath Keepers would be served.

**Section 3.10. No Release of Responsibility.** The designation of committees and the delegation thereto of authority shall not operate to relieve the Board of any responsibility imposed by law, the Articles or these Bylaws.

## **ARTICLE IV**

### **OFFICERS**

**Section 4.01. Election.**(a) Upon removal or resignation of the Founder, the Board shall elect or appoint a chairman of the Board and president (who shall be one person). The Board shall elect or appoint a secretary and a treasurer, to hold office for such term as may be specified or until their successors are otherwise elected and qualify.

(b) The Board may, from time to time, appoint one or more vice-presidents, assistant secretaries, assistant treasurers, and other offices and prescribe their duties.

(c) Any person may hold two or more offices.

**Section 4.02. Resignation.** Any officer may resign at

any time by giving written notice to the Board. If any officer which is serving as a member of any committee resigns, such resignation shall likewise automatically constitute a resignation from the committee on which such person serves, regardless of whether or not such person's resignation specifically so states. A resignation shall be deemed effective upon the giving of such notice unless a later date for effectiveness is specified in such notice.

**Section 4.03. Removal.** Other than the Founder, any officer may be removed whenever a majority of the Board, in its judgment, determines that the best interest of Oath Keepers would be served.

**Section 4.04. Vacancies.** Any vacancy in any office because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term of such office.

**Section 4.05. President.**

The President (who is and shall be the chairman of the Board as well) shall be the chief executive officer Oath Keepers, subject to the supervision and control of the Board, except as provided elsewhere herein. The President is authorized to direct the day to day corporate and business affairs of Oath Keepers, with full power to execute all resolutions and orders of the Board not especially entrusted to some other officer. The President, in the president's capacity as chairman of the Board, shall preside at all meetings of the Board and shall perform such other duties as shall be prescribed by the Board. Unless and except to the extent otherwise directed by the Board, or delegated in writing by the President, the president shall be authorized to sign all contracts, agreements, instruments and documents on behalf of Oat Keepers.

**Section 4.06. Vice-President.** Unless otherwise prescribed by the Board, each vice president appointed by the Board shall be vested with all the power and authority of the president whenever the president is unable to act, and any vice-president so appointed shall perform such duties as shall be prescribed, required or necessary under the circumstances.

**Section 4.07. Secretary.** The secretary shall keep the minutes of all meetings of the Board and any committee thereof in books provided for that purpose. The secretary shall be responsible to furnish all notices of meetings, shall have the custody of



books and papers as the Board may direct, and shall, in general, perform all duties incident to the office of the secretary. Unless otherwise restricted by the Board, the secretary may sign all contracts, agreements, instruments and documents on behalf of Oath Keepers together with the president.

**Section 4.08. Assistant Secretary.** Each assistant secretary appointed by the Board shall have such powers and perform such duties as may be prescribed by the secretary or by the Board.

**Section 4.09. Treasurer.** The treasurer shall be the chief financial officer of Oath Keepers, subject to the supervision and control of the Board, and shall have the custody of all the funds of Oath Keepers. Unless otherwise restricted by the Board, the treasurer shall be entitled to endorse on behalf of Oath Keepers for collection all checks and other instruments, deposit all money for the credit of Oath Keepers in such bank or banks or other depository as the directors may designate, and sign all receipts and vouchers for the payment of money by and on behalf of Oath Keepers. Unless otherwise restricted by the Board, the treasurer may have the custody and control of deeds, leases, easements, certificates of shares of stock, bonds, securities, evidence of debt, instruments, and such other property and evidence of ownership of property belonging to Oath Keepers as the Board shall designate, and shall sign all papers required to be signed by the treasurer by law, by these Bylaws, or by the Board. The treasurer shall regularly enter or cause to be entered in the books of Oath Keepers, to be kept for that purpose, full and accurate accounts of all amounts received and paid on account of Oath Keepers and, whenever required by the Board, the treasurer shall render a statement of any and all accounts. If required by the Board as a condition of appointment, the treasurer shall furnish a fidelity bond in such amount and with such surety as shall be approved by the Board, to secure the faithful performance of the duties of the treasurer and for the restoration of all books, records, and other property belonging to Oath Keepers in the event of the treasurer's death, resignation, retirement or removal from office. The expense of such bond shall be borne by Oath Keepers.

**Section 4.10. Assistant Treasurer.** Each assistant treasurer appointed by the Board shall have such powers and perform such duties as may be prescribed by the

treasurer or by the Board. If required by the Board as a condition of appointment, each assistant treasurer shall furnish a fidelity bond to in such amount and with such surety as shall be specified by the Board, to secure the faithful performance of the duties of such assistant treasurer and for the restoration of all books, records, and other property belonging to Oath Keepers in the event of such assistant treasurer's death, resignation, retirement or removal from office. The expense of such bond shall be borne by Oath Keepers.

## **ARTICLE V**

### **OFFICES; RECORDS; REPORTS; SEAL AND FINANCIAL MATTERS**

**Section 5.01. Registered Office.** The registered office of Oath Keepers in the State of Nevada shall be at such location as may be established by the Board. Oath Keepers may have such other offices in or out of the State of Nevada, as the Board may determine, from time to time.

#### **Section 5.02. Corporate Records.**

(a) Accurate and complete copies of the Articles, these Bylaws, all amendments thereto, as well as copies of minutes of meetings and written consents in lieu of meetings of the Board and committees thereof, shall be kept at the registered office of Oath Keepers for the inspection by those persons who possess a legal right to inspect such records. All other books of Oath Keepers shall be kept at such place(s) as may be prescribed by the Board.

(b) The records described in the preceding Section 5.02

(a) shall be open to inspection at any reasonable time during normal business hours upon the written request of any Trustee for any purpose. Such inspection may be made in person, or by agent or attorney, and the right of inspection includes the right to copy and make extracts.

**Section 5.03. Corporate Seal.** The Trustees may (but shall not be required to) authorize the use of a seal and such seal may be used by causing the seal or a facsimile of the seal to be impressed, affixed, or reproduced or otherwise. Except when specifically provided otherwise, any officer of Oath Keepers shall have the authority to affix the seal to any document requiring it the same.

**Section 5.04. Fiscal Year.** The fiscal year of Oath Keepers shall begin on the first day of January of each year and shall end on the last day of December of each [succeeding] year, unless otherwise

fixed by resolution of the Board.

## **ARTICLE VI**

### **INDEMNIFICATION**

#### **Section 6.01. Indemnification.**

(a) Oath Keepers shall indemnify each person

("indemnatee") who was or is

a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative) except an action by or in the right of Oath Keepers, by reason of the fact that such person is or was a Trustee, committee member, officer, employee, or agent (including a manager) of Oath Keepers against judgments, fines, amounts paid in settlement, interest, expenses (including reasonable attorneys fees), and other liability actually and reasonable incurred; so long as the indemnatee acted in good faith and in a manner which such indemnatee reasonably believed to be in or not opposed to the best interest of Oath Keepers and, with respect to any criminal action or proceeding, had no reasonable cause to believe the conduct was unlawful.

(b) Oath Keepers shall likewise indemnify each

indemnatee who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of Oath Keepers by reason of the fact that such person is or was a trustee, officer, employee or agent of Oath Keepers or is or was serving at the request of Oath Keepers as a director, officer, partner, member, manager, trustor, trustee, beneficiary, employee or agent of another corporation, partnership, limited partnership, limited liability company, trust or other entity against amounts paid in settlement and expenses (including attorney fees) actually and reasonably incurred in connection with the defense and/or settlement of the action or suit; so long as such indemnatee acted in good faith and in a manner which such indemnatee reasonably believed to be in or not opposed to the best interest of Oath Keepers. However, no indemnification shall be provided for or on account of any claim, issue or matter with respect to which an indemnatee has been adjudged to be liable by a court of competent jurisdiction after exhaustion of all appeals.

**Section 6.02. Absence of Good Faith.** Oath Keepers shall not be required to indemnify any person unless such person acted in good faith and in a manner reasonably believed to be in or not opposed to

the best interests of Oath Keepers and, with respect to any criminal action or proceeding, such person had no reasonable cause to believe such person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order or settlement, conviction, or upon 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 reasonably believed to be in or not opposed to the best interests of the corporation or, with respect to any criminal action or proceeding, that there was reasonable cause to believe that the conduct was unlawful.

**Section 6.03. Successful Defense of Action.** Oath Keepers shall reimburse or otherwise indemnify any indemnitee against legal expenses (including attorney fees) actually and reasonably incurred in connection with the defense of any action, suit or proceeding referred to in Section 6.01, to the extent such indemnitee is successful on the merits or otherwise.

**Section 6.04. Advancing Expenses.** Expenses incurred in defending any action, suit or proceeding may be paid by Oath Keepers in advance of final disposition, when authorized by the Board, upon receipt of an undertaking by or on behalf of the indemnitee for whom such expenses are advanced to repay such advances if indemnification is not ultimately available.

**Section 6.05. Other Rights; Continuing Indemnification.** The indemnification provided by these Bylaws does not exclude any other rights to which an indemnitee may be entitled under the law. The rights of an indemnitee shall continue even if the indemnitee has ceased to be a Trustee, committee member, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such indemnitee.

**Section 6.06. Insurance.** Oath Keepers may purchase and maintain insurance on behalf of any indemnitee who is entitled to indemnification pursuant to this Article VI.

## **ARTICLE VII**

### **MODIFICATION OF BYLAWS**

**Section 7.01. Amendment.** These Bylaws may only be amended or repealed by the affirmative vote of the Founder and two-thirds of the remaining Trustees of the Board.

**Section 7.02. Additional Bylaws.** Additional bylaws not inconsistent with these Bylaws may be adopted by the Board by the affirmative vote of the Founder and a

majority of the remaining Trustees of the Board.

## **ARTICLE VIII**

### **MEMBERSHIP**

#### **Section 8.01. Membership:**

**(a) Member:** Membership is available to those individuals who are current serving or retired military, reserves, National Guard (including Air National Guard), and veterans; as well as current and former police and fire-fighters. Provided, that no person who has been convicted of treason or felony in any state or territory of the United States, or dishonorably discharged, unless restored to civil rights; and no person who has been adjudicated mentally incompetent, unless restored to legal capacity, shall be entitled to be a member.

**(b) Associate Member:** Associate Membership is available to those citizens who have not served in any capacity listed in subsection (a) above, who support our mission and take an oath to support and defend the Constitution. Provided, that no person who has been convicted of treason or felony in any state or territory of the United States, unless restored to civil rights; and no person who has been adjudicated mentally incompetent, unless restored to legal capacity, shall be entitled to be an Associate Member.

#### **Section 8.02. Restrictions on Membership :**

**(a)** No person who advocates, or has been or is a member, or associated with, any organization, formal or informal, that advocates the overthrow of the government of the United States or the violation of the Constitution thereof, shall be entitled to be a member or associate member.

**(b)** No person who advocates, or has been or is a member, or associated with, any organization, formal or informal, that advocates discrimination, violence, or hatred toward any person based upon their race, nationality, creed, or color, shall be entitled to be a member or associate member.

**(c)** Oath Keepers reserves the right in it's sole discretion, to withhold, deny, or revoke the membership or associate membership of any person whom Oath Keepers determines will dilute, impair or disrupt Oath Keeper's mission, dishonor, or in any manner bring ill repute to Oath Keepers.

**Section 8.03. Disclaimer:** Unless otherwise affirmatively stated by the member or officer, no statement, appearance, presentation, speech, or action,

by said member, shall be taken, construed, or intended to be on behalf of the United States government, any branch of the military, or any other government entity, federal or state. The status as a current serving service-member of the armed forces of the United States, municipal, state, or federal law enforcement officer or fire-fighter, shall not be a determining factor in the selection or appointment as an Officer or Trustee of Oath Keepers.

**Section 8.04. Code of Conduct.** All members must understand that their actions not only reflect on Oath Keepers but on the entire military, law enforcement, fire fighters and first responder , former and current, community. We strive to maintain a positive image within our communities and states. All members are fully and solely accountable for their actions while members of Oath Keepers. All Oath Keepers Members and Associates shall possess and maintain high moral and ethical standards and uncompromised integrity for continued membership in Oath Keepers. All members are to conduct themselves in a courteous and lawful manner at all times. Members are expressly prohibited from fraternizing with known criminals, known or suspected criminal organizations and their members, associates or affiliates. Oath Keepers and its members are responsible to maintain the integrity and honor of this organization. Oath Keepers shall have a zero tolerance policy for actions that bring disrespect, dishonor or disrepute on Oath Keepers or the military, law enforcement, fire fighters and first responder community.

**Section 8.05. Our Mission.** Oath Keepers is a non-partisan association of currently serving military, reserves, National Guard, veterans, Peace Officers, and Fire Fighters who will fulfill the Oath we swore, with the support of like minded citizens who take an Oath to stand with us, to support and defend the Constitution against all enemies, foreign and domestic, so help us God. Our Oath is to the Constitution.

**Section 8.06. Our Motto. "Not on our watch!"**

## **MISCELLANEOUS**

**Section 9.01. Construction.** The captions and paragraph numbers appearing in these Bylaws are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs, of these Bylaws nor in any way affect the terms and conditions hereof. The necessary

grammatical changes required to make the provisions of these Bylaws apply in a plural or singular sense, where required, or to a particular gender shall, in all instances, be assumed as though in each case fully expressed. Words such as **"herein"**, **"hereof"**, **"hereby"**, and **"hereunder"**, when used in these Bylaws shall refer to these Bylaws as a whole unless a specific provision of these Bylaws is expressly identified. For purposes of these Bylaws, the term **"person"** shall mean any individual, corporation, partnership, trust, or other entity, however denominated. For purposes of these Bylaws the term **"affiliate"** of a specified person shall mean any person (i) that, directly or indirectly (through one or more intermediaries or otherwise), controls, is controlled by, or under common control with such specified person; (ii) that is a director, officer, trustee or employee of either such specified person or another person that constitutes an affiliate of such specified person; (iii) of which either such specified person or another person that constitutes an affiliate of such specified person serves as a director, officer, trustee, or employee; or (iv) who is a spouse, father, mother, son, daughter, brother, sister, uncle, aunt, nephew or niece of such specified person or of any person described in the preceding clauses (i), (ii) and/or (iii). A **"business day"** shall mean any day which is not a Saturday, Sunday or any day which is a legally-recognized holiday in the State of Nevada.

**Section 9.02. Computation of Time.** In computing any period of time under these Bylaws, the date of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or a legally-recognized holiday, in which case the period shall continue until the end of the next day that is not a Saturday, Sunday, or recognized holiday.

**Section 9.03. No Waiver.** The failure to insist, in any one or more instances, upon observance and performance of any provision of these Bylaws shall not be construed as a waiver of such provision or the relinquishment of any other right granted herein or of the right to require future observance and performance of any such provision or right. The waiver of any violation of any provision herein contained shall not be deemed to be a waiver of such provision on account of any other violation of the same or any other provision of these

Bylaws. No provision of these Bylaws shall be deemed to have been waived, unless such waiver is approved by the Board and such waiver is in writing and signed by the president of Oath Keepers.

**Section 9.04. Partial Invalidity.** If any provision of these Bylaws or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Bylaws or the application of such provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of these Bylaws shall be valid and enforced to the fullest extent permitted by law.

**Section 9.05. Applicable Law; Jurisdiction.** The laws of the State of Nevada, as such laws have been interpreted and applied by the courts of the State of Nevada, shall govern the validity, performance, and enforcement of these Bylaws. Any proceedings with respect to the performance or enforcement of these Bylaws shall be brought in the District Court for Clark County, Nevada, which is vested with exclusive jurisdiction.

#### **CERTIFICATE**

The undersigned, being the duly-elected secretary of Oath Keepers, certifies that the foregoing Bylaws were adopted by the directors of the corporation on October \_\_, 2009; and that such Bylaws are currently in full force and effect and have not been altered, amended, modified, rescinded, or revoked. The undersigned has signed this Certificate as of \_\_\_\_\_, 2009. \_\_\_\_\_

\_\_\_\_\_, Secretary



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