

**AMENDED AND RESTATED BY-LAWS
OF XILIN NORTHWEST CHINESE SCHOOL
(A NOT-FOR-PROFIT CORPORATION)**

As adopted: November __, 2012

Article I

Purposes

The purposes for which Xilin Northwest Chinese School, an Illinois not-for-profit corporation (the “**School**”) is organized are:

Section 1. Not-for-Profit Purpose. To operate exclusively for charitable, educational, religious, or scientific purposes within the meaning of Section 501(c) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any future United States internal revenue law) (the “**Code**”); and

Section 2. Specific Purpose. Subject to and within the limits of such purpose, to teach school-age children after their regular school hours the Chinese language and Chinese culture, including but not limited to, Chinese art, dance, songs, and martial arts.

Article II

Offices

The School shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office. The School may have other offices within or without the State of Illinois as the board of directors of the School may from time to time determine.

Article III

Members

Section 1. Membership. The membership of the School is determined as follows: (1) if a family has one or more children enrolled in one or more Chinese language classes offered by the School, such family shall be deemed a member of the School; and (2) if a person is employed by the School as a teacher of the School, such person shall be deemed a member of the School. For the avoidance of doubt, each family shall be deemed to be one member. Each family that is a member shall designate one of the parents of the family to be the representative of the family.

Section 2. Regular Meetings. The members shall regularly hold semi-annual meetings for the transaction of such business as may come before the meeting. The regular semi-annual meetings of the members shall be held once during the fall semester and once during the spring semester of the School year. All such meetings of the members shall be held at such place and at

such time as is specified in the written notice of such meeting. Such notice shall be delivered to the members at least ten (10) days and not more than thirty (30) days prior to the date of such meeting. Meetings may be conducted by or through the use of any means of communication by which all members participating may simultaneously hear each other during the meeting. Any member participating in a meeting by this means shall be deemed to be present in person at such meeting.

Section 3. Special Meetings. Special meetings of the members may be called by the principal of the School, by the Chairman of the Board, or by members constituting not less than thirty percent (30%) of the total members of the School. A special meeting shall be called by delivering written notice to the members not less than ten (10) days and no more than thirty (30) days prior to the date of said meeting, stating the date, time, place and purpose of the special meeting, which date, time and place shall be set by the board of directors. Meetings may be conducted by or through the use of any means of communication by which all members participating may simultaneously hear each other during the meeting. Any member participating in a meeting by this means shall be deemed to be present in person at such meeting.

Section 4. Notices. Notices of meetings stating the place, date, hour of the meeting, and the purpose or purposes for which the meeting is called, shall be delivered by or at the direction of the Secretary of the School and may be delivered personally, or by United States mail, first class or express, postage prepaid, or by e-mail to a member at its most currently available address known to the School.

Section 5. Waiver of Notice. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting of the members, either before or after such meeting. Attendance at a meeting by a member, whether in person or by proxy, shall be deemed waiver by such member of notice of the time, date and place thereof unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to lack of notice is raised before the business, about which proper notice was allegedly not given is put to a vote.

Section 6. Voting. Each member shall be entitled to one vote. All matters coming before any meeting of the members shall be decided by the affirmative vote of a majority of the members present, in person or by proxy, at the meeting and entitled to vote, a quorum being present.

Section 7. Quorum. A quorum of members for any meeting shall be deemed present throughout such meeting if members represented in person or by proxy and representing more than thirty percent (30%) of the total number of members that are entitled to vote at the meeting are present at the beginning of such meeting. If the required quorum is not present at any such meeting, a second meeting may be called by the board of directors, notice of which shall be given in accordance with the provisions of Article III, Section 4 hereof not less than ten (10) days prior to the second meeting.

Section 8. Adjournment. Any meeting of the members may be adjourned from time to time for periods not exceeding two (2) weeks by an affirmative vote of the majority of the members represented at such meeting, regardless of whether a quorum is present. Any business which could be transacted properly at the original session of the meeting may be transacted at an adjourned session, and no additional notice of such adjourned session shall be required.

Section 9. Proxy. Any member entitled to vote may do so by written proxy duly executed by the member setting forth the meeting at which the proxy is valid. To be valid, a proxy must be filed with the Secretary of the School prior to the opening of the meeting for which it is to be used. Proxies must be dated and may be revoked only by written notice delivered to the School by the member. Any proxy shall be void if it is not dated or if it purports to be revocable without such written notice.

Section 10. Consents. Any action which may be taken by a vote of the members of the School may also be taken by written consent signed by all the members that would have been entitled to vote on the action at a meeting.

Section 11. Rules of the Meeting. The board of directors may prescribe reasonable rules for the conduct of all meetings of the members.

Article IV

Board of Directors

Section 1. Number, Tenure and Qualifications. The number of directors, which shall constitute the whole board of directors, shall be not less than seven (7) nor more than nine (9) and shall be fixed from time to time, within such minimum and maximum, by the directors. Directors must be a parent of a family that has one or more children enrolled in one or more Chinese classes offered by the School. Each director shall hold office for a term of three (3) years or until his or her successor shall have been elected and shall have qualified. Directors shall be elected by majority vote of the members at the annual meeting of the members, provided that a quorum is present. The board of directors shall have a Chairman of the Board, who shall be elected annually by a majority vote of the board of directors.

Section 2. Vacancies. Vacancies in the board of directors resulting from the death, resignation, removal or other inability to act of any director, or resulting from an increase in the number of directors, may be filled by majority vote of the directors then present at any meeting, provided that a quorum is present. Any director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor.

Section 3. Duties of Directors. The business and affairs of the School shall be managed by its board of directors.

Section 4. Annual Meetings. Annual meetings of the board of directors shall be held, without other notice than this bylaw, on such date and at such time and place as the Chairman of the Board may designate, either within or without the State of Illinois.

Section 5. Special Meetings. Special meetings of the board of directors may be called by or at the request of the Chairman of the Board. The Chairman of the Board may fix any place, either within or without the State of Illinois, as the place for holding any special meeting of the board of directors called by him.

Section 6. Notice. Notice of special meetings shall be given to each director, personally, or by United States mail, first class or express, postage prepaid, or by e-mail at least three (3) days prior to the date designated therein for such meetings. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with first-class postage thereon prepaid. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

Section 7. Quorum. A majority of the directors then in office shall constitute a quorum for the transaction of business at any meeting of the board of directors. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors. The members of the board of directors may participate in a meeting by means of a conference telephone call or similar communications equipment by means of which all members participating in the meeting may hear each other simultaneously. If less than a majority of the directors then in office are present at the said meeting, the directors present may adjourn the meeting from time to time without further notice for a period not to exceed one (1) month.

Section 8. Resignations. Any director may resign at any time by giving written notice to the board of directors or the Chairman of the Board. A resignation need not be accepted in order to be effective.

Section 9. Informal Action by Directors. Any action required to be taken at a meeting of the board of directors, or any other action which may be taken at a meeting of the board of directors or a committee thereof, may be taken without a meeting if a consent setting forth the action taken provides a written record of approval by all the directors entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be. Any such consent approved by all the directors shall have the same effect as a unanimous vote, and may be stated as such in any document filed with any third party, including but not limited to, the Secretary of State of Illinois, any bank or savings and loan association, Internal Revenue Service, Illinois State Department of Revenue, any Illinois county recorder's office and the Attorney General of Illinois.

Section 10. Compensation. Members of the board of directors shall not receive any stated salaries for their services as directors; but nothing herein contained shall be construed to preclude any director from serving the School in any other capacity and receiving compensation therefore.

Section 11. Removal of Directors. One or more of the directors of the School may be removed, with or without cause, by majority vote of the board of directors, or by majority vote of the members.

Article V

Officers

Section 1. Officers. The officers of the School shall consist of a Principal and such other positions as the board of directors may elect or appoint from time to time, which may include an Academic Director, a Public Relations Director, an Administrative Director, an Accounting Director, an Information Technology Director, a Corporate Secretary, or such other officers as may be elected or appointed in accordance with the provisions of this **Article V**. Such officers shall have the authority and perform the duties prescribed, from time to time, by the board of directors. Any two or more corporate offices may be held by the same person.

Section 2. Election. The officers of the School shall be elected every three (3) years by the board of directors at a regular meeting of the board of directors. The Principal may nominate or recommend persons to serve as officers of the School to the board of directors for their approval. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new corporate offices created and filled at any meeting of the board of directors. Each officer shall hold corporate office until his or her successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer or agent elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the School would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Term of Filled Vacancies. A vacancy in any corporate office because of death, resignation, removal, disqualification or otherwise may be filled by an appointment of the board of directors for the unexpired portion of the term. The Principal may nominate or recommend persons to fill such vacancy to the board of directors for their approval.

Section 5. No Service on Board. No person, while serving as an officer of the School, may concurrently be a member of the board of directors of the School.

Article VI

Indemnification of Directors and Officers

Section 1. Indemnification.

(a) The School shall indemnify each director and each officer who was or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of

the School), by reason of the fact that he or she is or was a director or officer of the School, or is or was serving at the request of the School as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the School, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, 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 and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the School, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(b) The School shall indemnify each director and each officer 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 the School to procure a judgment in its favor by reason of the fact that he or she is or was a director or officer of the School, or is or was serving at the request of the School as a director or officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the School and, except that no indemnification shall be made in respect of any claim, issue or matter as to which such Director or officer shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the School unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite that adjudication of liability, but in view of all the circumstances of the case, such director or officer is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) The School shall indemnify each director and each officer or employee who is held to be a fiduciary under any employee pension or welfare plan or trust of the School or any of its divisions and 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 (other than an action by or in the right of the School), by reason of the fact that he or she is or was such a fiduciary and was serving as such at the request of the School, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding for any breach of any of the responsibilities, obligations or duties imposed upon fiduciaries by the Employee Retirement Income Security Act of 1974 and any amendments thereto, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of such plan or trust, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, 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 and in a manner which he or she reasonably believed to be in or not opposed to the best interest of

such plan or trust, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The provisions of all the following paragraphs of this Article relating to Directors, officers, employees or agents shall apply also to Directors, officers or employees held to be fiduciaries under this Section 3, specifically including the power of the School (under Section 7) to purchase and maintain insurance on behalf of such fiduciaries.

Section 2. Expenses. To the extent that a person who is or was a director, officer, employee or agent of the School, or of any other corporation, partnership, joint venture, trust or other enterprise with which such person is or was serving in such capacity at the request of the School, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in **Sections 1 or 2** of this **Article VI**, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 3. Indemnification Eligibility. Any indemnification under **Sections 1 and 2** of this **Article VI** (unless ordered by a court) shall be made by the School only as authorized in the specific case upon a determination that indemnification of the Director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth in **Sections 1 or 2**. Such determination shall be made (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable but a quorum of disinterested directors so direct, by independent legal counsel in a written opinion.

Section 4. Non-Exclusive Rights. The indemnification provided by this **Article VI** shall not be deemed exclusive of any other rights to which a director or officer seeking indemnification may be entitled under any statute, provision in the School's articles of incorporation, Bylaws, agreement, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 5. Insurance. The School shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the School, or is or was serving at the request of the School as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the School would have the power to indemnify such person against such liability under the provisions of this **Article VI**.

Section 6. Severability. The invalidity or unenforceability of any provision in this **Article VI** shall not affect the validity or enforceability of the remaining provisions of this **Article VI**.

Article VII

General Provisions

Section 1. Qualification. The School shall function as an organization qualifying under Section 501(c) of the Code.

Section 2. Powers. The School shall have all of the general powers set forth in the provisions of the General Not For Profit School Act of 1986, State of Illinois, together with the power to solicit and receive grants, contributions and bequests for any corporate purpose and the power to maintain a fund or funds of real or personal property for any corporate purposes, provided, however, that the School shall not have the power to engage in any activities which are not in furtherance of its purposes as set forth in **Article 1**. The School shall have the right to exercise such other powers as now are, or hereafter may be, conferred by law upon a corporation organized for the purposes hereinabove set forth or necessary or incidental to the powers so conferred, or conducive to the furtherance thereof.

Section 3. Prohibited Activities. The School shall neither have nor exercise any power, nor shall it directly or indirectly engage in any activity, that would (i) prevent it from obtaining an exemption from federal income taxation as a corporation described in Section 501(c)(3) of the Code, or (ii) cause it to lose such exempt status.

Section 4. Inurement of Income. No part of the income or the net earnings of the School shall inure to the benefit of any member, director, committee, or officer of the School or any private individual, except that reasonable compensation may be paid for services rendered on behalf of the School, and no member, director, committee, or officer of the School or any private individual shall be entitled to share in any distribution of any of the assets of the School upon its dissolution.

Section 5. Effective date. The provisions of this Article shall be effective at all times, and notwithstanding merger, consolidation, reorganization, termination, dissolution or winding up of the School, voluntarily or involuntarily, or by operation of law or any other provision hereof.

Article VIII

Financial Matters

Section 1. Contracts. The board of directors may authorize any officer or agent of the School to enter into any contract or execute and deliver any instrument in the name of and on behalf of the School, and such authority may be general or confined to specific instances.

Section 2. Checks. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the School, shall be signed by such officer or

agent of the School as authorized by the board of directors, and in such manner and not to exceed such amount without the prior written approval of the board of directors, as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the Principal and countersigned by the Chairman of the Board.

Section 3. Deposits. All funds of the School shall be deposited from time to time to the credit of the School in such banks, trust companies or other depositories as the board of directors may select.

Section 4. Funds. The board of directors or the Principal may accept on behalf of the School any contribution, gift, bequest or devise for the general purposes or for any special purpose of the School.

Section 5. Sale of Assets. A sale, lease, exchange, mortgage, pledge or other disposition of property or assets of the School outside the normal course of business may be made by the board of directors upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property, real or personal, as may be authorized by the board of directors; provided, however, that a sale, lease, exchange or other disposition of all or substantially all the property and assets of the School shall be authorized only upon receiving the vote of three-fourths of the members.

Section 6. Loans. No loans shall be contracted on behalf of the School and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

Article IX

Books and Records

The School shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its board of directors, and shall keep at the registered or principal office a record giving the names and addresses of the directors. All books and records of the School may be inspected by any director or his or her agent or attorney for any proper purpose at any reasonable time.

Article X

Fiscal Year

The fiscal year of the School shall end on the last day of June in each year.

Article XI

Seal

The board of directors may provide a corporate seal in the form of a circle and shall have inscribed thereon the name of the School and the words "Corporate Seal, Illinois."

Article XII

Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the General Not For Profit School Act of 1986, State of Illinois, or under the provisions of the School's Articles or by these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Article XIII

Amendments to Bylaws

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the members present at any regular meeting or at any special meeting, provided that at least four (4) days' written notice is given of intention to alter, amend or repeal or to adopt new Bylaws at such meeting.