

**BY-LAWS
OF
GUNDERSEN/CITY OF LACROSSE NEIGHBORHOOD
DEVELOPMENT CORPORATION**

ARTICLE I. OFFICES

1.1 **Principal and Business Offices.** The Gundersen/City of La Crosse Neighborhood Development Corporation (the “Corporation”) may have a principal office and other business offices, either within or outside of the State of Wisconsin, as the Board of Directors may designate or as the Corporation’s business may require from time to time.

1.2 **Registered Office.** The Wisconsin Nonstock Corporation Law requires the Corporation to continuously maintain a registered office in the State of Wisconsin. The business office of the Corporation’s registered agent will be identical to the Corporation’s registered office, but the Corporation’s principal office does not have to be the registered office. The Board of Directors may change the address of the registered office from time to time.

ARTICLE II. MEMBERS

2.1 **Member.** The Corporation will have **no** members.

ARTICLE III. BOARD OF DIRECTORS

3.1 The Corporation initially will have six (6) directors, who will serve an indefinite term or until replaced by their appointing authority. Gundersen Lutheran Health System, Inc. will appoint three (3) directors and the Mayor of the City of La Crosse will appoint three (3) directors. The appointments of the Mayor shall not be subject to confirmation by the Common Council.

3.2 **Meetings**

(a) **Annual Meeting.** The Corporation will hold an annual meeting each year on the third Tuesday of March. Notice is not required for the annual meeting except as required by law. The President will designate the time and location of the annual meeting. The purpose of the annual meeting is to elect officers and conduct such business as may properly come before for the Board.

(b) **Regular Meetings.** The Board of Directors may establish by resolution regular meetings, which shall occur not less than quarterly each year.

(c) **Special Meetings.** Special meetings will be held at the call of the President or upon written request of one or more Directors. Each Director will be informed of the purpose, time and place of the special meeting by written notice given to each Director personally or by mailing the written notice to his/her designated address. Only such business as is designed in the notice may be discussed at a special meeting.

3.3 **Removal.** The appointing authority may remove from office the Director(s) appointed by such appointing authority, at any time, with or without cause.

3.4 **Vacancies.** Vacancies on the Board caused by death, incapacity, resignation or removal will be filled by the appointing authority for such vacancy. Directors appointed to fill vacancies on the Board will serve the unexpired term associated with the vacant position.

3.5 **Minutes.** Each Director will receive in a timely manner a copy of the minutes of each meeting of the Board of Directors.

3.6 **Quorum and Voting Requirements.** A quorum to transact business at a meeting of (i) the Board of Directors requires the presence of all of the Directors and (ii) of a committee requires the presence all of the committee members. A Director or committee member will be deemed present at a Board meeting or a committee meeting if he or she participates by conference phone or similar communication equipment. Directors may vote by written consent to the extent permitted by law. A majority vote by the Directors or committee for which there is a quorum will constitute the acts of the Board or of a committee.

ARTICLE IV. OFFICERS

4.1 **Officers.** The Corporation will have the following officers:

one (1) President;

one (1) Vice President;

one (1) Secretary;

one (1) Treasurer; and

such other officers as the Board of Directors authorizes.

The same person may hold any one (1) or more offices, except for the offices of President and Secretary and the offices of President and Vice President. Only the President is required to be a member of the Board of Directors.

4.2 **Elections and Term of Office.** The Board of Directors will elect the President, the Vice President, the Secretary and the Treasurer at its annual meeting. Each officer will hold office for one (1) year or until his or her successor will have been duly elected and qualified. If any office of the Corporation is or becomes vacant before the annual

meeting, the Board of Directors may fill the vacancy at any properly convened regular or special meeting.

4.3 **President.** The President will be the senior office of the Corporation and will preside at all meetings of the Board of Directors. The President will appoint all committees of the Board not otherwise provided for and will be a member of each committee. The President will not be compensated for his/her services unless specifically authorized by the Board of Directors.

4.4 **Vice President.** The Vice President will perform those duties as assigned by the Board of Directors. The Vice President will not be compensated for his/her services unless specifically authorized by the Board of Directors.

4.5 **Secretary.** The Secretary will (i) keep the minutes of the meetings of the Board of Directors; (ii) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (iii) be custodian of corporate records; and (iv) see that the seal of the Corporation is affixed to all documents as required. The Secretary will sign all documents as required by his/her office and will perform such duties as may be assigned to him/her by the President. The Secretary will not be compensated for his/her services unless specifically authorized by the Board of Directors.

4.6 **Treasurer.** The Treasurer will be responsible for the custody of the funds, properties and securities of the Corporation and will advise the Board of Directors respecting the financial condition and the handling of the Corporation's monies and investments. The Treasurer will sign documents of the Corporation from time to time as required and will perform such other duties as may be specifically assigned to him/her by the President. The Treasurer will not be compensated for his/her services unless specifically authorized by the Board of Directors.

ARTICLE V. ADMINISTRATION

5.1 The Board of Directors may select and employ an Executive Director who will be the chief operating officer of the Corporation. The Executive Director is not required to be a member of the Board of Directors of the Corporation. The Board of Directors may delegate to the Executive Director the necessary authority and responsibility for administering and managing the Corporation's day-to-day operations. The Board of Directors may enter into a contract with the Executive Director regarding his/her employment.

ARTICLE VI. COMMITTEES

6.1 The Board of Directors will by resolution establish such committees as it may determine are advisable. The Board of Directors will appoint the members to these committees. The President will be a member of all committees.

ARTICLE VII. INDEMNIFICATION

7.1 **Definitions.** Capitalized words and terms used in this Article VII and not otherwise defined in this Section 7.1 will have the meaning set forth in Section 181.041 of the Statute. The following capitalized words and terms (including any plural form) used in this Article VII will be defined as follows:

(a) “Affiliate” means any corporation, limited liability company, partnership, joint venture, employee benefit plan, trust, or other enterprise that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, the Corporation.

(b) “Authority” means the entity selected by the Director or Officer to determine his or her right to indemnification pursuant to Article VII.

(c) “Board” means the entire then appointed and serving Board of Directors of the Company, including all members who are Parties to the subject Proceeding or any related Proceeding.

(d) “Breach of Duty” means the Director or Officer breached or failed to perform his or her duties to the Company and this breach failure is determined, in accordance with Article VII, to constitute a breach or failure to perform under Section 181.0855(1)(a), (b), (c), or (d) of the Statute.

(e) “Company” as used herein and as defined in the Statute and incorporated by reference into the definitions of certain capitalized terms used herein, means the Corporation and includes any successor corporation or entity by way of merger, consolidation, or acquisition of all or substantially all of the Corporation’s assets.

(f) “Director or Officer” has the meaning set forth in the Statute; provided, that for purposes of this Article regarding Indemnification, it will be presumed that any Director or Officer serving as a director, officer, member, partner, trustee, member of any governing or decision making committee, employee, or agent of an Affiliate will be so serving at the Company’s request.

(g) “Disinterested Quorum” means a quorum of the Board who are not Parties to the subject Proceeding or any related Proceeding.

(h) “Party” will have the meaning set forth in the Statute; provided, that for purposes of this Article regarding Indemnification, “Party” will also include any Director or Officer who is or was a witness in a Proceeding at a time when he or she has not otherwise been formally named a Party in that Proceeding.

(i) “Proceeding” will have the meaning set forth in the Statute; provided, that, for purposes of this Article regarding Indemnification, “Proceeding” will also include all Proceedings (i) brought under (in whole or in part) the Securities Act of 1933, as

amended, the Securities Exchange Act of 1934, as amended, the respective state counterparts, and/or any rule or regulation promulgated under any the foregoing federal and/or state statutes; (ii) brought before an Authority or otherwise to enforce rights hereunder; (iii) any appeal from a Proceeding; and (iv) any Proceeding in which the Director or Officer is a plaintiff or petitioner because he or she is a Director or Officer; further, provided, however, that any such Proceeding under subsection (iv) is authorized by a majority vote of a Disinterested Quorum.

(j) “Statute” means Sections 181.0103 through 181.1703 of the Wisconsin Nonstock Corporation Law, in effect, including amendments thereto, but in the case of any such amendment, only to the extent such amendment permits or requires the Company to provide broader indemnification rights than the Statute permitted or required the Company to provide before such amendment.

7.2 Mandatory Indemnification. To the fullest extent permitted or required by the Statute, the Company shall indemnify a Director or Officer against all Liabilities incurred by or on behalf of such Director or Officer in connection with a Proceeding in which the Director or Officer is a Party because he or she is a Director or Officer.

7.3 Procedural Requirements.

(a) A Director or Officer who wants to be indemnified under Section 7.2 must make a written request to the Company. Subject to Section 7.3(b), within 60 days of the Company’s receipt of the written request, the Company shall pay or reimburse the Director or Officer the entire amount of Liabilities and Expenses incurred by the Director or Officer in connection with the subject Proceeding (net of any amounts previously advanced pursuant to Section 7.5).

(b) The Company will not be required to indemnify pursuant to Section 7.2 if, within the 60 day period (i) a Disinterested Quorum, by a majority vote thereof, determines that the Director or Officer requesting indemnification engaged in misconduct constituting a Breach of Duty or (ii) a Disinterested Quorum cannot be obtained.

(c) In either case of nonpayment pursuant to Section 7.2, the Board of Directors immediately will authorize by resolution that an Authority, as provided in Section 7.4, will determine whether the Director’s or Officer’s conduct constituted a Breach of Duty and, therefore, whether indemnification should be denied.

(d) It will be presumed conclusively that a Disinterested Quorum affirmatively determined that there was no Breach of Duty by the Director or Officer (i) if the Board does not authorize an Authority to determine the Director’s or Officer’s right to indemnification within the 60 day period and/or (ii) if the Company indemnifies the Director’s or Officer’s Liabilities and Expenses. The Company shall indemnify the Director or Officer for the requested amount of Liabilities and Expenses if the Board neither (i) determines the Director or Officer committed a Breach of Duty nor (ii) authorizes indemnification within the 60-day period.

7.4 **Determination of Indemnification**

(a) If the Board authorizes an Authority to determine a Director's or Officer's right to indemnification pursuant to Section 7.3, the Director or Officer requesting indemnification will have the absolute discretionary authority to select one of the following as such Authority:

(i) An independent legal counsel; provided, that such legal counsel will be mutually selected by the Director or Officer and by a majority vote of a Disinterested Quorum or, if a Disinterested Quorum cannot be obtained, then by a majority of the Board.

(ii) A panel of three (3) arbitrators selected from the panels of arbitrators of the American Arbitration Association in La Crosse, Wisconsin; provided, that (A) one arbitrator will be selected by such Director or Officer, the second arbitrator will be selected by a majority vote of the Board, and the third arbitrator will be selected by the 2 previously selected arbitrators, and (B) in all other respects, such panel will be governed by the American Arbitration Association's then existing Commercial Arbitration Rules; or

(iii) A court pursuant to and accordance with Section 181.0879 of the Statute.

(b) The Authority selected will presume the Director's or Officer's conduct did not constitute a Breach of Duty and that indemnification is warranted, which presumption is rebuttable by clear and convincing evidence. The Company or such other party asserting that indemnification is not required has the burden to rebut the presumption.

(c) The Authority will make its determination within 60 days of being selected or will submit a written opinion of its conclusion simultaneously to the Company and the Director or Officer.

(d) If the Authority determines that indemnification is required, the Company will pay the entire requested amount of Liabilities and Expenses (net of any amounts previously advanced pursuant to Section 7.5). Interest will accrue on the amount of the indemnity at a reasonable rate determined by the Authority and interest will commence on the 10th calendar date following the Company's receipt of the Authority's opinion. If the Authority determines a Director or Officer is entitled to indemnification as to some claims, issues, or matters, but not as to other claims, issues, or matters, involved in the subject Proceeding, the Company will be required to pay only the amount of such

requested Liabilities and Expenses as the Authority will deem appropriate in light of all the circumstances of such Proceeding.

(e) The Authority's determination that indemnification is required will be binding upon the Company regardless of any prior determination regarding the Director's or Officer's conduct.

(f) The Company shall pay all Expenses, fees and costs incurred in the determination process under this Section 7.4 by either the Company or the Director or Officer, including without limitation, all Expenses of the selected Authority.

7.5 Mandatory Allowance of Expenses

(a) The Company will pay or reimburse within 10 days after the receipt of the Director's or Officer's written request, the Director's or Officer's reasonable Expenses as those Expenses are incurred; provided the following conditions are satisfied: (i) the Director or Officer furnishes to the Company an executed written certification affirming his or her good faith belief that he or she has not engaged in misconduct that constitutes a Breach of Duty; and (ii) The Director or Officer provides to the Company an unsecured executed written agreement to repay any advances made under this Section 7.5 if an Authority ultimately determines that the Director or Officer is not entitled to be indemnified by the Company for such Expenses.

(b) If the Director or Officer must repay any advanced Expenses pursuant to this Section 7.5, such Director or Officer will not be required to pay interest on such amounts.

7.6 Indemnification and Allowance of Expenses of Employees and Agents.

(a) If an employee of the Company who is not a Director or Officer is made a Party to a Proceeding because he or she was an employee of the Company, then the Company will indemnify the employee for all reasonable Expenses incurred in the Proceeding to the extent the employee is successful on the merits or otherwise in defense.

(b) The Company will indemnify any person who was or is a Party or is threatened to be made a Party to any threatened, pending, or completed Proceeding, other than an action by or in the right of the Company, or is or was serving at the Company's request as a director, officer, employee, or agent of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against Liabilities and Expenses actually and reasonably incurred by him or her in connection with the Proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to be the best interests of the Company, and, with respect to a criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, will not, of itself, create a presumption that the person did not act in good faith and in a manner that he or she reasonably believed to be

in or not opposed to the best interest of the Company, and, with respect to any criminal Proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(c) The Company will indemnify any person who was or is a Party or is threatened to made a Party to any threatened, pending, or completed Proceeding, by or in the right of the Company to procure a judgment in its favor by reason of the act that he or she is or was an employee or agent of the Company, or is or was serving at the Company's request as a director, officer, employee, or agent of another corporation, limited liability company, partnership, joint venture, trust, or other enterprise, against Expenses actually and reasonably incurred by him or her in connection with the defense or settlement of the Proceeding 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 Company, except that no indemnification will be made in respect to any claim, issue, or matter as to which such person will have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Company, unless and only to the extent that the court in which such Proceeding was brought will determine upon application, that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such Expenses which such court deems proper.

(d) Any action taken or omitted to be taken by an employee or agent of the Company in good faith and in compliance with or pursuant to any order, determination, approval, or permission made or given by a commission, board, official, other agency of the United States or of any state or other governmental authority with respect to the property or affairs of the Company over which such commission, board, official, or other agency has jurisdiction or authority or purports to have jurisdiction or authority will be deemed prima facie to be in compliance with the applicable standard of conduct set forth in Section 7.6(b) or (c), whether or not it may thereafter be determined that such order determination, approval, or permission was unauthorized, erroneous, unlawful, or otherwise improper.

(e) In addition to the indemnification required by Section 7.6(a) through (d), the Board may by a majority vote indemnify against Liabilities incurred by, and/or provide for the allowance of reasonable Expenses of, an employee or authorized agent of the Company acting within the scope of his or her duties as such and who is not otherwise a Director or Officer.

7.7 Insurance. The Company may purchase and maintain insurance on behalf of a Director or Officer or any individual who is or was an employee or authorized agent of the Company against any Liability asserted against or incurred by such individual in his or her capacity as such or arising from his or her status as such, regardless of whether the Company is required or permitted to indemnify against any such Liability under this Article VII.

7.8 Notice to the Company. A Director or Officer will promptly notify the Company in writing when he or she has actual knowledge of a Proceeding that may result in a claim

of indemnification against Liabilities or allowance of Expenses hereunder, but the failure to do so will not relieve the Company from indemnifying the Director or Officer unless the Company will have been irreparably prejudiced by such failure (as determined by an Authority selected pursuant to Section 7.4(a)).

7.9 **Severability.** If any provision of this Article VII will be deemed invalid or inoperative, or if a court of competent jurisdiction determines that any of the provisions of this Article VII contravene public policy, this Article VII will be construed so that the remaining provisions will not be effected, but will remain in full force and effect, and any such provision(s) which is/are invalid or inoperative or contravene public policy will be deemed, without further action or deed by or on behalf of the Company, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable.

7.10 **Nonexclusivity of Article VII.** The rights of a Director or Officer (or any other person) granted under this Article VII will not be deemed exclusive of any other rights to indemnification against Liabilities or allowance of Expenses which the Director or Officer (and such other person) may be entitled to under any written agreement, Board resolution or otherwise, including without limitation, under the Statute. Nothing contained in this Article VII will be deemed to limit the Company's obligations to indemnify against Liabilities or allow Expenses to a Director or Officer under the Statute.

7.11 **Contractual Nature of Article VII: Repeal or Limitation of Rights.** This Article VII will be deemed to be a contract between the Company and each Director and Officer and any repeal or other limitation of this Article VII or any repeal or limitation of the Statute or any other applicable law will not limit any rights of indemnification against Liabilities or allowance of Expenses then existing or arising out of events, acts, or omissions occurring prior to such repeal or limitation, including, without limitation, the right to indemnification against Liabilities or allowance of Expenses for Proceedings commenced after such repeal or limitation to enforce this Article VII with regard to acts, omissions or events arising prior to such repeal or limitation.

ARTICLE VIII. SEAL

8.1 The Corporation shall not have a corporate seal.

ARTICLE IX. FISCAL YEAR

9.1 The Corporation's Fiscal Year will commence on January 1 and end on December 31 of the same calendar year.

ARTICLE X. AMENDMENTS

10.1 The Board of Directors may amend or restate these Bylaws by unanimous vote.