

BYLAWS of the T_EX Users Group ("TUG")

Article I PURPOSES, POWERS AND NON-PROFIT STATUS

Section 1. Purposes. The T_EX Users Group (the "Corporation") has been formed exclusively for charitable, educational and scientific purposes as such terms are defined in Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States internal revenue law (hereinafter the Internal Revenue Code of 1986), and specifically to identify, develop, operate, fund, support, promote and encourage charitable, educational and scientific programs and projects which will stimulate those who have an interest in systems for typesetting technical text and font design; to exchange information of same and associated use of computer peripheral equipment; to establish channels to facilitate the exchange of macro packages, etc., through publications and otherwise; and to develop, implement and sponsor educational programs, seminars and conferences in connection with the foregoing and for any lawful purpose or purposes permitted under the Rhode Island Non-profit Corporation Act.

Section 2. Powers. The Corporation shall have the power, directly or indirectly, either alone or in conjunction or cooperation with others, to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, or convenient to effect any or all of the purposes for which the Corporation is organized, and to aid or assist other organizations whose activities are such as to further accomplish, foster, or attain any of such purposes. The power of the Corporation shall include, but not be limited to, the acceptance of contributions in cash, in kind or otherwise from both the public and private sectors. Notwithstanding anything herein to the contrary, the Corporation shall exercise its powers only in furtherance of exempt purposes as such terms are defined in Section 501(c)(3) of the Internal Revenue Code of 1986 and the regulations from time to time promulgated thereunder.

Section 3. Non-Profit Status. The Corporation shall be nonprofit and shall not have or issue

shares of capital stock, and shall not declare or pay dividends. No part of the net income or profit of the Corporation shall inure to the benefit of any member, director, officer, or other individual, or to the benefit of any organization not qualified for tax exemption under Section 501(c)(3) of the Internal Revenue Code except as permitted by law. No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Internal Revenue Code Section 501(h)), or participating in, or intervening in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office. Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding Section of any future Federal tax code, or shall be distributed to the Federal Government, or to a state or local government, for a public purpose.

Article II OFFICES

The Corporation will have offices at such places both within and without the State of Rhode Island as may from time to time be determined by the board of directors.

Article III MEMBERS

Section 1. Constitution. The members of the Corporation will be such persons, natural or legal, who will meet such qualifications and requirements (including without limitation payment of initiation fees and dues) as from time to time may be established by the board of directors. The board of directors will be the sole judge of the qualifications of the members and its determination as to whether a person is or is not a member will be final. The board of directors may, in its discretion, create different classifications of members and prescribe different rights, privileges, qualifications or requirements for each class.

Section 2. Place of Meetings. All annual meetings of the members and all special meetings of the members called by the president or the board of directors will be held at such place, either within or without the State of Rhode Island, as will be stated in the notice of meeting.

Section 3. Annual Meetings. Meetings of the members will be held in conjunction with TUG conferences. Such conferences will normally be held annually; otherwise, an annual meeting of the members will be held on the first Monday of August in each year if not a legal holiday in the place where it is to be held, and, if a legal holiday, then on the next day following which is not a legal holiday, beginning at 10:00 a.m. or at any other time designated in the notice of the meeting. At each annual meeting, the members will transact such business as may properly come before the meeting. In the event of the failure to hold said annual meeting at any time or for any cause, any and all business which might have been transacted at such meeting may be transacted at the next succeeding meeting, whether special or annual.

Section 4. Special Meetings. A special meeting of the members, for any purpose or purposes, may be called by the President or by the Board of Directors. Any such call will state the purpose or purposes of the proposed meeting.

Section 5. Notice of Meetings. Written notice of each annual or special meeting stating the place, day and hour of the meeting (and the purpose or purposes of any special meeting) will be given by or at the direction of the president, the secretary or the person or persons calling the meeting to each member entitled to vote at such meeting not less than ten nor more than sixty days before the meeting. Business transacted at any special meeting of members will be limited to the purposes stated in the notice of the meeting or any written waiver thereof.

Section 6. Quorum. Fifty (50) members present in person, will constitute a quorum at all meetings of the members. If, however, such quorum will not be present at any such meeting, the members entitled to vote thereat will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum will be present. At such adjourned meeting at which a quorum will be present any business may be transacted which might have been transacted at the meeting as originally called. If adjournment is for more than thirty days, a notice of the adjourned

meeting will be given to each member entitled to vote at the meeting. When a quorum is present at any meeting, the vote of the holders of a majority of the votes entitled to be cast and present in person will decide any question brought before such meeting, unless the vote of a greater number is required by law. A voice vote will normally be considered sufficient for business actions. A show of hands may be requested when the outcome is in doubt.

Section 7. Access to Documents. Nothing in these bylaws shall be construed to limit the access of TUG members to TUG documents. Members requesting copies of any TUG document may be charged a reasonable copying fee and members requesting publications or mailing lists presented to the public for sale may be charged the same fee as the general public. Members requesting copies of documents to be used in performance of TUG related duties may request that the copying fee be waived. TUG documents include, but are not limited to: contracts, Board minutes, Executive Committee minutes, Finance Committee minutes, office procedure manuals, IRS filings, and written communications from or to the TUG office. This section does not authorize the release of any information that federal or state law protects from disclosure.

Article IV DIRECTORS

Section 1. Powers. The affairs of the Corporation will be managed by the Board of Directors.

Section 2. Number. The number of directors will be not more than thirty. Under very special circumstances, particularly deserving individuals may be designated as permanent honorary members of the Board, without vote, and without being included in the number of members specified in this section.

Section 3. Composition. The Board of Directors will consist of the TUG President, Elected Board Members, Honorary Members, and Non-elected Vice Presidents. Prior to the first election of Elected Board Members, the Board of Directors will consist of the Finance Committee, Site Coordinators, Wizards and other active members nominated by the Board of Directors.

Section 4. Honorary Members. The Grand Wizard, Donald E. Knuth, the Wizard of Fonts, Hermann Zapf, and the Founding Executive Director,

Raymond Goucher, are designated as permanent honorary members of the Board.

Section 5. Non-elected Vice Presidents. The leaders of other T_EX user groups may be appointed to the Board with the title of vice president. An increase in the number of members on the Board shall be made as appropriate.

Section 6. Nominations, Election and Term. Any member may have their name placed in nomination for election to the board by submitting a petition, signed by two (2) other members, to the TUG Office at least thirty (30) days prior to the election. In addition, any member may be nominated for the board during the annual business meeting. Members nominated at the annual business meeting shall have seven (7) days to notify the TUG Office that they accept the nomination in writing. Election of the directors shall be by written mail ballot of the entire membership. Each director will hold office for a term of two (2) years. Directors may be re-elected for successive terms. Directors need not be members of the Corporation or residents of the State of Rhode Island.

Section 7. Meetings. The board of directors may hold meetings, both regular and special, either within or without the State of Rhode Island. The first meeting of each newly elected board of directors will be held at such time and place as will be specified in a notice delivered as hereinafter provided for special meetings of the board of directors, or as will be specified in a written waiver signed by all of the directors. Regular meetings of the board of directors may be held without notice at such time and at such place as will from time to time be determined by the board of directors. Special meetings of the board of directors may be called by the president on two days' notice to each director, either personally or by mail or by telegram. Special meetings will be called by the president in like manner and on like notice on the written request of two directors. Meetings of the directors may be held by means of a telephone conference circuit and connection to such circuit will constitute presence at such meeting.

Section 8. Vacancies. Any vacancy occurring on the board of directors may be filled by the President. A director appointed to fill a vacancy will be appointed for the unexpired term of his or her predecessor in office. Any place on the board to be filled by reason of an increase in the number of directors may be filled by the President for a term of office continuing only until the next appointment of directors.

Section 9. Quorum. At all meetings of the board of directors, twenty-five (25%) percent of the number of directors fixed pursuant to Section 2 of this Article will constitute a quorum for the transaction of business, and the act of a majority of the directors present at a meeting at which a quorum is present will be the act of the board of directors, unless the act of a greater number is required by the Rhode Island non-profit corporation act or by the articles of incorporation.

Section 10. Directors' Consent Vote. Any action required or permitted to be taken at a meeting of the board of directors or of any committee thereof may be taken without a meeting by instead taking a vote by mail, according to the following procedure. Any board member may submit a motion in writing. Any other board member may second the motion. Amendments to the motion are allowed, but not amendments to amendments. From the point that the motion on the floor has been seconded, there shall be a two-week period of discussion regarding the motion. After the discussion period, there shall be an active voting period of two weeks, after which voting shall be terminated. The votes shall then be tallied, counting the number of yeas, nays, and abstentions. The total number of votes cast must be at least 50% of total members permitted to vote, otherwise the motion fails. When the 50% requirement is met, a motion shall pass when two-thirds of votes cast are in the affirmative. Members may use standard mail, electronic mail, or facsimile to cast a written vote. Upon approval of the motion, the entire board or committee shall be notified by standard mail of the results of the vote.

Section 11. Committees of Directors. The board of directors may, by resolution adopted by a majority of the board, designate one or more committees, including an executive committee, each committee to consist of two or more directors appointed by the board. The board may appoint one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Except as otherwise provided by the Rhode Island non-profit corporation act or these bylaws, any such committee, to the extent provided in the resolution, will have and may exercise all the authority of the board of directors; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may unanimously appoint another member

of the board of directors to act at the meeting in the place of any such absent or disqualified member. Such committee or committees will have such name or names as may be determined from time to time by resolution adopted by the board of directors. Each committee will keep regular minutes of its proceedings and report the same to the board of directors when required.

ARTICLE V COMMITTEES

Section 1. Executive Committee. There will be established an Executive Committee which will consist of the President, plus three other board members. It will be the responsibility of the Executive Committee to adopt interim procedures and policies when necessary on behalf of the Corporation, subject to the ultimate approval of the Board of Directors.

Section 2. Technical Council. There will be established a Technical Council which will consist of Site Coordinators, Wizards and other active T_EX contributors. The initial members will be appointed by the Board of Directors. After the initial appointment of Council members by the Board, the Technical Council shall determine its own composition and operating procedures. The purposes and goals of the Technical Council shall be determined by the Technical Council; however, the purposes and goals shall be consistent with the purposes, powers, and non-profit status of the T_EX Users Group. The Grand Wizard and the Wizard of Fonts shall be permanent honorary members of the Technical Council. The Technical Council shall designate a representative to attend meetings of the TUG board in an advisory capacity.

Section 3. Planning Committee. There will be established a Planning Committee responsible for establishing, with approval by the Board, TUG's strategic goals for recommending to the Board a three- (or more) year strategic plan to implement these goals. Members of the Planning Committee will be appointed by the President with the approval of the Board.

Section 4. Nominating Committee. Prior to the annual meeting, a Nominating Committee will be appointed by the Board for the purpose of suggesting candidates to fill those offices. This committee shall nominate at least one member to fill each office up for election.

Section 5. Ad Hoc Committees. The Board of Directors may from time to time, by resolution adopted by a majority of the Board, appoint one or more Ad Hoc Committees to perform such functions as may be designated in said resolution.

Article VI NOTICES

Section 1. How Delivered. Whenever under the provisions of the Rhode Island non-profit corporation act or of the articles of incorporation or of these bylaws written notice is required to be given to any person, such notice may be given by mail, addressed to such person at his or her address as it appears in the records of the Corporation, with postage thereon prepaid, and such notice will be deemed to be delivered, if mailed, at the time when the same will be deposited in the United States mail. Notice may also be given by telegram or personally to any director.

Section 2. Waivers of Notice. Whenever any notice is required to be given under the provisions of the Rhode Island non-profit corporation act or the articles of incorporation or 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, will be deemed equivalent to the giving of such notice. Attendance of a person at a meeting will constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 3. Specification of Business. Neither the business to be transacted at, nor the purpose of, any meeting of the members of the Corporation or of a committee of the board of directors of the Corporation need be specified in any written waiver of notice except as otherwise herein expressly provided.

Article VII OFFICERS

Section 1. Number. The officers of the Corporation will be a president, a vice president, a secretary, and a treasurer. The board of directors may from time to time elect or appoint such other officers including more vice presidents and assistant officers, as it may deem necessary. Any two or more offices may be

held by the same person with the exception of the offices of president and secretary.

Section 2. Eligibility for Nomination. Any member may be nominated for TUG President, and any board member may be nominated for the other board offices.

Section 3. Nomination Procedure. Any member may have their name placed in nomination for election to the office of TUG President by submitting a petition, signed by two (2) other members, to the TUG Office at least thirty (30) days prior to the election. In addition, any member may be nominated for the office of TUG President during the annual business meeting. Members nominated at the annual business meeting shall have seven (7) days to notify the TUG Office in writing that they accept the nomination.

Section 4. Election and Term. During the 1991 annual meeting, officers will be selected by the Board of Directors. Thereafter, the president will be elected by the general membership in accordance with the election procedures.

All Officers shall be selected for a term not to exceed two years. Officers other than the President shall be appointed by the Board of Directors. Any officer may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby.

Section 5. Election Procedures. All elections will be conducted in accordance with election procedures approved by the Board of Directors. The election of the president shall be by written mail ballot of the entire membership. The candidate receiving the most votes will be elected.

Section 6. President. The President will preside at meetings of the General Membership, the Board of Directors and the Executive Committee.

Section 7. Vice President. The Vice President will serve in the absence of the President and will undertake other administrative duties as designated by the President.

Section 8. Secretary. The Secretary will maintain the records of the Corporation and see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary will also conduct Corporate correspondence.

Section 9. Treasurer. The Treasurer will serve as chief financial officer and in general, will perform all of the duties incident to the office of Treasurer

and such other duties as from time to time may be assigned to him by the President or Board of Directors.

Section 10. Vacancies. When an office becomes vacant for any reason, the President will appoint a member to serve out the remainder of that term. When the office of the President becomes vacant, the Vice President will become President for the remainder of the President's term and will then, as President, appoint a member to serve as Vice President.

Section 11. Signing of Instruments. All checks, drafts, orders, notes and other obligations of the Corporation for the payment of money, deeds, mortgages, leases, contracts, bonds and other corporate instruments may be signed by such officer or officers of the Corporation or by such other person or persons as may from time to time be designated by general or special vote of the board of directors.

Section 12. Voting of Securities. Except as the board of directors may generally or in particular cases otherwise specify, the president or the treasurer may on behalf of the Corporation vote or take any other action with respect to shares of stock or beneficial interest of any other corporation, or of any association, trust or firm, of which any securities are held by the Corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the Corporation, with or without power of substitution, at any meeting thereof.

Article VIII EXECUTIVE DIRECTOR

Section 1. Duties. The Board of Directors shall select and employ an Executive Director who shall be responsible for the general administration of the Corporation's activities.

Section 2. Immediate Supervision. The Executive Director shall work under the immediate direction of the Executive Committee. The Executive Director shall attend meetings of the Executive Committee, the Finance Committee, and the Board of Directors, but shall not be a member of any of these bodies. The presiding officer of any of these meetings may request the absence of the Executive Director.

Article IX SEAL

The corporate seal will have inscribed upon it the name of the Corporation and such other appropriate

language as may be prescribed by the Rhode Island non-profit corporation act or from time to time by the board of directors.

Article X FISCAL YEAR

The fiscal year of the Corporation will be determined by the board of directors and in the absence of such determination will be the calendar year.

Article XI INDEMNIFICATION

Section 1. Agreement of Corporation. In order to induce the directors and officers of the Corporation to serve as such, the Corporation adopts this Article and agrees to provide the directors and officers of the Corporation with the benefits contemplated hereby.

Section 2. Acceptance of Director or Officer. This Article will apply, and the benefits hereof will be available, to each director and officer of the Corporation who executes and delivers to the Secretary of the Corporation a written statement to the effect that the director or officer accepts the provisions of this Article and agrees to abide by the terms contained herein.

Section 3. Definitions. As used herein, the following terms will have the following respective meanings:

“Covered Act” means any act or omission by the Indemnified Person in the Indemnified Person’s official capacity with the Corporation and while serving as such or while serving at the request of the Corporation as a member of the governing body, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

“Excluded Claim” has the meaning set forth in Paragraph 6, hereof.

“Expenses” means any reasonable expenses incurred by the Indemnified Person in connection with the defense of any claim made against the Indemnified Person for Covered Acts including, without being limited to, legal, accounting or investigative fees and expenses (including the expense of bonds necessary to pursue an appeal of an adverse judgment).

“Indemnified Person” means any director or officer of the Corporation who accepts election or appointment as a director or officer and agrees to serve as such in the manner provided in Paragraph 2 hereof.

“Loss” means any amount which the Indemnified Person is legally obligated to pay as a result of any claim made against the Indemnified Person for Covered Acts including, without being limited to, judgments for, and awards of, damages, amounts paid in settlement of any claim, any fine or penalty or, with respect to an employee benefit plan, any excise tax or penalty.

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

Section 4. Indemnification. Subject to the exclusions hereinafter set forth, the Corporation will indemnify the Indemnified Person against and hold the Indemnified Person harmless from any Loss or Expenses.

Section 5. Advance Payment of Expenses. The Corporation will pay the Expenses of the Indemnified Person in advance of the final disposition of any Proceeding except to the extent that the defense of a claim against the Indemnified Person is undertaken pursuant to any directors’ and officers’ liability insurance (or equivalent insurance known by another term) maintained by the Corporation. The advance payment of Expenses will be subject to the Indemnified Person’s first agreeing in writing with the Corporation to repay the sums paid by it hereunder if it is thereafter determined that the Proceeding involved an Excluded Claim or that the Indemnified Person was otherwise not entitled to indemnity under these Bylaws.

Section 6. Exclusions. The Corporation will not be liable to pay any Loss or Expenses (an “Excluded Claim”):

(a) With respect to a Proceeding in which a final non-appealable judgment or other adjudication by a court of competent jurisdiction determines that the Indemnified Person is liable to the Corporation (as distinguished from being liable to a third party) for: (i) any breach of the Indemnified Person’s duty of loyalty to the Corporation or its members; (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law; or (iii) any transaction from which the Indemnified Person derived an improper personal benefit; or

(b) If a final, non-appealable judgment or other adjudication by a court of competent jurisdiction determines that such payment is unlawful.

Section 7. Notice to Corporation; Insurance. Promptly after receipt by the Indemnified Person of notice of the commencement of or the threat

of commencement of any Proceeding, the Indemnified Person will, if indemnification with respect thereto may be sought from the Corporation under these Bylaws, notify the Corporation of the commencement thereof. Failure to promptly notify the Corporation will not adversely affect the Indemnified Person's right to indemnification hereunder unless and only to the extent that the Corporation is materially prejudiced in its ability to defend against the Proceeding by reason of such failure. If, at the time of the receipt of such notice, the Corporation has any directors' and officers' liability insurance in effect, the Corporation will give prompt notice of the commencement of such Proceeding to the insurer in accordance with the procedures set forth in the policy or policies in favor of the Indemnified Person. The Corporation will thereafter take all the necessary or desirable action to cause such insurer to pay, on behalf of the Indemnified Person, all Loss and Expenses payable as a result of such Proceeding in accordance with the terms of such policies.

Section 8. Indemnification Procedures. (a) Payments on account of the Corporation's indemnity against Loss will be made by the Treasurer of the Corporation except if, in the specific case, a determination is made that the indemnification of the Indemnified Person is not proper in the circumstances because such Loss results from a claim which is an Excluded Claim. If the Corporation so determines that the Loss results from an Excluded Claim (although no such determination is required by the Corporation hereunder prior to payment of a Loss by the Treasurer), the determination shall be made:

(i) By the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the Proceeding; or

(ii) If a quorum cannot be obtained for purposes of clause (i) of this subparagraph (a), then by a majority vote of a committee of the Board of Directors duly designated to act in the matter by a majority vote of the full Board (in which designation directors who are parties to the Proceeding may participate) consisting solely of three or more directors not at the time parties to the Proceeding; or

(iii) By independent legal counsel designated: (A) by the Board of Directors in the manner described in clause (i) of this subparagraph (a), or by a committee of the Board of Directors established in the manner described in clause (ii) of this subparagraph (a), or (B) if the requisite quorum of the full Board cannot be obtained therefor and a

committee cannot be so established, by a majority vote of the full Board (in which designation directors who are parties to the Proceeding may participate). If made, any such determination permitted to be made by this subparagraph (a) will be made within 60 days of the Indemnified Person's written request for payment of a Loss.

(b) Payment of an Indemnified Person's Expenses in advance of the final disposition of any Proceeding will be made by the Treasurer of the Corporation except if, in the specific case, a determination is made pursuant to Paragraph 8(a) above that indemnification of the Indemnified Person is not proper in the circumstances because the Proceeding involved an Excluded Claim.

(c) The Corporation will have the power to purchase and maintain insurance on behalf of any Indemnified Person against liability asserted against him or her with respect to any Covered Act, whether or not the Corporation would have the power to indemnify such Indemnified Person against such liability under the provisions of this Article. The Corporation will be subrogated to the rights of such Indemnified Person to the extent that the Corporation has made any payments to such Indemnified Person in respect to any Loss or Expense as provided herein.

Section 9. Settlement. The Corporation will have no obligation to indemnify the Indemnified Person under this Article for any amounts paid in settlement of any Proceeding effected without the Corporation's prior written consent. The Corporation will not unreasonably withhold or delay its consent to any proposed settlement. If the Corporation so consents to the settlement of any Proceeding, or unreasonably withholds or delays such consent, it will be conclusively and irrebuttably presumed for all purposes that the Loss or Expense does not constitute an Excluded Claim. If the Corporation reasonably withholds its consent solely on the ground that the Proceeding constitutes an Excluded Claim, the Indemnified Person may accept the settlement without the consent of the Corporation, without prejudice to the Indemnified Person's rights to indemnification in the event the Corporation does not ultimately prevail on the issue of whether the Proceeding constitutes an Excluded Claim.

Section 10. Rights Not Exclusive. The rights provided hereunder will not be deemed exclusive of any other rights to which the Indemnified Person may be entitled under any agreement, vote of disinterested

directors or otherwise, both as to action in the Indemnified Person's official capacity and as to action in any other capacity while holding such office, and will continue after the Indemnified Person ceases to serve the Corporation as an Indemnified Person.

Section 11. Enforcement. (a) The Indemnified Person's right to indemnification hereunder will be enforceable by the Indemnified Person in any court of competent jurisdiction and will be enforceable notwithstanding that an adverse determination has been made as provided in Paragraph 8 hereof.

(b) In the event that any action is instituted by the Indemnified Person under these Bylaws, the Indemnified Person will be entitled to be paid all court costs and expenses, including reasonable attorneys' fees, incurred by the Indemnified Person with respect to such action, unless the court determines that each of the material assertions made by the Indemnified Person as a basis for such action was not made in good faith or was frivolous.

Section 12. Severability. If any provision of this Article is determined by a court to require the Corporation to perform or to fail to perform an act which is in violation of applicable law, this Article shall be limited or modified in its application to the minimum extent necessary to avoid a violation of law, and, as so limited or modified, this Article shall be enforceable in accordance with its terms.

Section 13. Successor and Assigns. The provisions of this Article will be (a) binding upon all successors and assigns of the Corporation (including any transferee of all or substantially all of its assets) and (b) binding on and inure to the benefit of the heirs, executors, administrators, and other personal representatives of the Indemnified Person.

Amendment. No amendment or termination of this Article will be effective as to an Indemnified Person without the prior written consent of that Indemnified Person and, in any event, will not be effective as to any Covered Act of the Indemnified Person occurring prior to the amendment or termination.

Article XII AMENDMENTS

The power to alter, amend or repeal the bylaws or to adopt new bylaws will be vested in the Board of Directors by affirmative vote of the directors in the manner provided in these bylaws.

PXLGen™

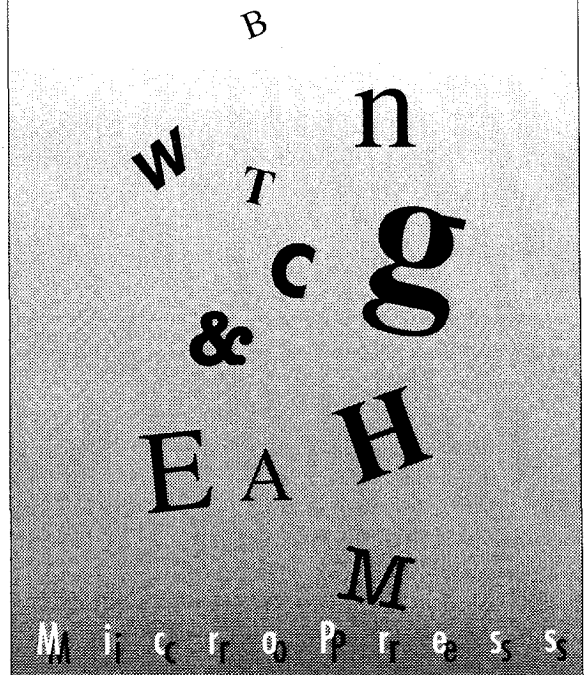
Finally, you can use superior MicroPress scalable typefaces with your version of **TEX.**

- Choose from 150+ quality typefaces
- Generate PXL/PK files in seconds
- Font effects: compressed/expanded fonts, shading, outline, smallcaps, and more
- Creates matching TFM files
- As low as \$10 per font

**Contact MicroPress for pricing and
availability for your CPU.**

MICROPRESS INC.

68-30 HARROW STREET, FOREST HILLS, NY 11375
TEL: 718-575-1816 FAX: 718-575-8038



PXLGen is a trademark of MicroPress Inc. Other Products mentioned are trademarks of their respective companies.