

**AMENDED AND RESTATED OPERATING AGREEMENT
OF
AMERICAN ACADEMY OF FORENSIC SCIENCES STANDARDS BOARD, LLC**

This Amended and Restated Operating Agreement ("*Agreement*") of American Academy of Forensic Sciences Standards Board, LLC, a Colorado limited liability company ("*Company*"), is adopted by the Company's sole member, American Academy of Forensic Sciences, an Illinois not-for-profit corporation as of February 10, 2016 (sometimes referred to herein as "AAFS" or "*Member*").

HISTORY OF AGREEMENT

The AAFS Executive Committee modified this Agreement to correct minor typographical errors on July 22, 2016, and it was later ratified by the AAFS Board of Directors on August 2, 2016.

The AAFS Executive Committee modified this Agreement to add clause 6.3.1. approved by the AAFS Board of Directors on February 19, 2018.

The AAFS Executive Committee accepted the amendments and restatement of this Agreement in its current form on January 20, 2018, and it was later ratified by the AAFS Board of Directors on February 18, 2019 (the "*Effective Date of Agreement, as Amended and Restated*").

RECITALS

A. The American Academy of Forensic Sciences is a non-profit organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*"). The Executive Director of the Member has the authority to act on behalf of the Member, unless specifically stated in this document that a specific action is to be performed by the Board of Directors of Member or other agent of the Member.

B. The Member operates to advance science and its application to the legal system, to promote education, to foster research, to improve practice and to encourage collaboration in the forensic sciences.

C. The Member seeks to further its charitable purposes by participating in the development of standards, technical reports, best practice guidelines, and other relevant documents in the forensic community.

D. In furtherance of the foregoing purposes, the Member has organized the Company to serve as an Accredited Standards Developer recognized by the American National Standards Institute ("*ANSI*"), and in that capacity, in accordance with the due process and consensus building requirements as published by ANSI, develop, review, approve, and issue voluntary consensus Forensic Standards and Technical Reports and to adjudicate appeals relating to the development and administration of Forensic Standards as further provided herein.

NOW THEREFORE, the Company hereby amends and restates the Agreement in its entirety, as follows:

ARTICLE I.
THE AMERICAN ACADEMY OF FORENSIC SCIENCES STANDARDS BOARD

1.1. Name. The name of the Company is American Academy of Forensic Sciences Standards Board, LLC.

1.2. Term. The Company commenced on the date the articles of organization were delivered to the Colorado Secretary of State for filing and shall continue until dissolved under Article X.

ARTICLE II.
CAPITALIZATION

2.1. Capital Contributions. The Member may, but is not required to, make capital contributions to the Company. Notwithstanding the foregoing, to the extent any gift or grant agreement ("*Gift or Grant Agreement*") entered into by the Member requires that grant or gift funds be employed for the purposes set forth in Paragraphs C and D of the Recitals ("*Charitable Purposes*") all such grant or gift amounts shall, to the extent required in the Gift or Grant Agreement, be contributed to the Company or applied by the Member in furtherance of the Charitable Purposes specified in such Gift or Grant Agreement.

2.2. Loans. To the extent not inconsistent with the terms of any Gift or Grant Agreement, the Member may, in lieu of any capital contribution, loan funds to the Company on terms and conditions as determined in good faith by the Executive Director of the Member to be reasonable.

ARTICLE III.
TAX MATTERS

3.1. Disregarded Entity. The Company is at all times intended to be regarded as a disregarded entity for purposes of the Code, with all of its revenues and expenses treated as revenues and expenses of the Member for federal income tax purposes. As a wholly-owned subsidiary of the Member, the Company is a "disregarded entity" for federal and state income tax purposes, and all tax items (such as income, expenses, deductions, and credits) generated by the Company will be reported on the Academy's Member's income or information tax returns.

3.2. Maintenance of 501(c)(3) Status. The Member shall at all times maintain its status as a charitable organization described in Sections 501(c)(3) and 509(a)(1) or (2) of the Code. The Member and the Company shall at all times take such steps as are required to maintain the status of the Company as a disregarded entity of the Member, such that all gifts and grants received by the Company, and all expenditures of the Company, shall be treated for purposes of the Code as gifts and grants received by the Member, and as expenditures of the Member. The Company shall not admit any person as a second member to the Company.

3.3. Tax-Exempt Purpose. As a wholly-owned subsidiary of the Member, the Company exists solely to advance the Charitable Purposes and shall operate exclusively to

further such purposes. No part of the property or net earnings of the Company shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except the Company shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the Charitable Purposes.

3.4. Limitations on Activities. The Company shall not carry on propaganda, or otherwise attempt to influence legislation, nor participate in, or intervene in (including publication or distribution of statements) any political campaign on behalf of any candidate for public office, carry on any voter registration drive.

ARTICLE IV. DISTRIBUTIONS

4.1. Distributions. Subject to limitations imposed on distributions to limited liability company members under applicable law, distributions shall be made to the Member at the times determined by the Member. No distribution shall be made to the Member of funds that are required to be expended in accordance with the terms of any Gift or Grant Agreement.

4.2. Loan Repayment. Except to the extent permitted under the terms of a Gift or Grant Agreement, no loan to the Company may be repaid with the proceeds of any Gift or Grant Agreement.

ARTICLE V. MANAGEMENT AND OPERATIONS

5.1. Introduction and Summary of Governance and Operational Structure. Articles V, VI, and VII of this Agreement address the management and operations of the Company, the purpose, formation, and procedural rules of the Company. The governing and administrative persons and entities of the Company shall include officers, staff, the Secretariat, the Standards Board, and the Consensus Bodies. A summary of the major aspects of these provisions follows:

- 5.1.1. The Member is the parent entity of the Company, and as such has the powers provided herein.
- 5.1.2. The Member shall manage the finances of the Company.
- 5.1.3. The Executive Director of the Member has the authority to appoint and remove the Secretariat, shall serve as the supervisor to the Secretariat and in conjunction with the foregoing, shall have the duty to monitor the performance of the Secretariat.
- 5.1.4. The Secretariat shall serve as the Chief Operating Officer of the Company and shall manage the Company.
- 5.1.5. The Secretariat shall assist the Company in its duties and shall serve as a non-voting member of the Standards Board.
- 5.1.6. The Secretariat and staff of the Company shall be treated as employees of the Member.

- 5.1.7. The officers of the Company shall be comprised of a President, Vice President/President - Elect, Secretary, and Treasurer. Such positions shall be filled in an ex-officio capacity by officers of the Member, as follows:
- The President of AAFS shall serve as President;
 - The President- Elect of AAFS shall serve as Vice president/President-elect;
 - The Secretary of AAFS shall serve as Secretary; and
 - The Treasurer of AAFS shall serve as Treasurer.
- 5.1.8. The Standards Board ensures adherence to the ANSI Essential Requirements and the Academy Standards Board Procedures for the Development of American National Standards.
- 5.1.9. The Standards Board is responsible for Consensus Body appointments ("*Consensus Body*" is defined in Section 7.1.).
- 5.1.10. The Secretariat and staff shall assist the Consensus Bodies in their efforts.
- 5.1.11. The Standards Board handles disputes and appeals.

5.2. Duties and Management Powers of the Secretariat.

- 5.2.1. As the Chief Operating Officer of the Company, the management of the Company and its staff shall be vested in the Secretariat In addition to serving as Chief Operating Officer of the Company, the Secretariat shall serve as a liaison between the Standards Board and each Consensus Body, shall report to the Standards Board with respect to the operations of each Consensus Body and shall serve as a non-voting member of the Standards Board. The Secretariat shall further be responsible for coordinating the operations of each Consensus Body.
- 5.2.1. Subject to the limitations of Section 5.3. and such other limitations as may be imposed on the Secretariat in any agreement appointing the Secretariat, the Secretariat may, on the Company's behalf and in the Company's name, administer the business and affairs of the Company and do or cause to be done anything necessary or appropriate for the Company's business. The Secretariat may execute or delegate the execution of any and all agreements, contracts, documents, certifications and instruments necessary or convenient in connection with managing the affairs of the Standards Board. Notwithstanding the foregoing, the Secretariat shall not take any of following actions without prior written consent of the Executive Director of the Member:
- i. execute or delegate the execution of agreements, contracts, documents, certifications and instruments other than in the ordinary course of business of the Company;

- ii. engage in any transaction between the Secretariat or its affiliates, on the one hand, and the Company, on the other hand;
- iii. cause the Company to take any action as debtor under applicable bankruptcy, insolvency or similar laws;
- iv. cause the Company to merge or consolidate with any other person;
- v. amend this Agreement, or change or modify the name of the Company;
- vi. except with respect to funds loaned to the Company by the Member, cause the Company to borrow money, or execute any mortgages, deeds of trust, pledges, notes, or other evidence of indebtedness, or issue guaranties on behalf of the Company for the obligations of any person;
- vii. invest funds in instruments other than time deposits, short-term government obligations, or commercial paper;
- viii. institute, commence, appear in, defend, or settle any litigation or action in the name of, or for the benefit of, the Company;
- ix. cause the Company to make a loan or other extension of credit to any person; or
- x. cause the Company to enter into any agreement or transaction, or take any action, that is unrelated to the Company's purpose.

5.3. Staff. Subject to the prior approval of the Executive Director of the Member, the Secretariat may hire staff to serve the Standards Board. Such staff may be retained to assist the Secretariat in the administration and management of the Standards Board and the Secretariat's duties with respect to the Standards Board. Such staff shall be employee(s) of the Member.

5.4. Administrative Support Services and Insurance. The Member shall provide such administrative support services, including administration of Company finances and human resource management, as the Academy's Member's Executive Director in good faith determines to be reasonably necessary. The Member shall include the Secretariat, Standards Board, Company officers, and staff in liability insurance coverages maintained for the Member's directors, officers, and staff.

5.5. Indemnification of Secretariat, Company, Officers, Staff and Standards Board. The Member shall indemnify and hold harmless the Member, Secretariat, Company officers, Standards Board, and staff (each an "*Indemnified Person*") against any loss, claim, damage, or expense (including reasonable attorneys' fees and costs) arising out of any claim, demand, suit, or action related to the performance or non-performance of any act concerning the business or the activities of the Company, unless, as a result of such Indemnified Person's performance or non-performance of such act, such person is judged guilty in a final judgment by a court of competent jurisdiction of gross negligence, gross misconduct, or willful malfeasance in connection therewith. The Company shall reimburse such Indemnified Person's for all costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with the investigation of, preparation for, or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not such person is a party, as such costs and expenses are expended or incurred, subject to such person's obligation to repay all such amounts if the

Indemnified Person is ultimately determined not to be entitled to indemnification pursuant to this Section 5.5.

5.6. Indemnification of Other Parties. Member may indemnify employees, members of any Consensus Body, or other parties by adopting a resolution identifying by name or by position the party entitled to indemnification, and the scope of indemnification provided.

5.7. Accounts. All Company funds shall be deposited with a financial institution in such accounts as the Executive Director of the Member designates. The Executive Director of the Member may authorize persons to draw checks on Company accounts, but such authority must be in writing.

ARTICLE VI. THE STANDARDS BOARD

6.1. Standards Board. The Company, in coordination with the Member, shall establish and maintain the Standards Board, which shall be established and maintained as provided herein. The appointment, composition, and terms of Standards Board are set forth in Sections 6.3. and 6.4., below.

6.2. Authority and Responsibility. The Standards Board shall be charged with the following items:

- 6.2.1. The Standards Board shall operate as an ANSI-Accredited Standards Developer. Should such accreditation be revoked or not be granted, the Standards Board shall exist as an independent, non-affiliated Standards Development Organization while the Company seeks re-accreditation by ANSI. Should such re-accreditation not be granted within 18 months, the Member's Board of Directors shall cause the Member to terminate and dissolve the Company in accordance with the provisions of Article X.
- 6.2.2. Establishing and maintaining the Academy Standards Board Procedures for the Development of American National Standards ("*Procedures*") to ensure continued compliance with the ANSI Essential Requirements. The Standards Board shall approve by two-thirds majority vote any changes to the Procedures. The Procedures shall, at a minimum, address:
 - Definition of Interest Categories;
 - Voting procedures for Consensus Bodies, including the definition of a quorum;
 - Project Initiation Notification ("*PINS*") notification to ANSI;
 - Submittal of Forensic Standards and Technical Reports to ANSI;
 - Maintaining Forensic Standards, Technical Reports, and Best Practice Recommendations;

- Interpretations of Forensic Standards, Technical Reports, and Best Practice Recommendations;
- Roles and responsibilities of the Standards Board, Staff, and Consensus Bodies.

6.2.3. Administering of appeals relating to the repeal, modification or development of Forensic Standards and Technical Reports, pursuant to written appeals procedures as published and modified from time to time by the Academy Standards Board in compliance with ANSI Essential Requirements, which appeal procedures shall include protocols for procedural appeals; and

6.2.4. Other actions as needed to maintain and uphold ANSI accreditation based on compliance with ANSI Essential Requirements.

6.3. Appointment. The Standards Board shall be comprised of seven voting members, all of whom shall be active full members, fellows, retired fellows, or retired full members of the Member appointed by the Academy's Member's Board of Directors; plus the Secretariat who may participate in all meetings of the Standards Board as a non-voting member (but who shall be treated as a member for purposes of establishing a quorum). Voting members of the Standards Board shall be nominated by the Academy's Member's Board of Directors, or the Secretariat. The members of the Member's Board of Directors shall appoint the Chair of the Standards Board, who shall serve for a term of twelve months ending on the last business day in February of each year, or, if later, until his or her successor is duly appointed.

6.3.1. Academy Standards Board Vice Chair. The members of the Board of Directors of AAFS shall appoint the Vice Chair of the Academy Standards Board, who shall serve for a term of twelve months ending on the last business day in February of each year, or, if later, until his or her successor is duly appointed.

6.4. Term and Resignation. All members shall be appointed for staggered terms of three (3) years, such that after the initial terms, the terms of at least two, but not more than three, members shall expire annually. Each voting member may serve for a maximum of two consecutive terms. Any member may resign his or her service at any time upon written notice to the Standards Board, at which time the Standards Board shall notify the Member's Board of Directors of the vacancy. Any vacancy shall be filled for the remainder of the vacant term with an appointment by the Member's Board of Directors. A term of less than three years (including any partial term resulting from filling a vacancy) shall count toward the term limit unless the initial term was held for less than one (1) year.

6.5. Meetings. Meetings of Standards Board members may be called by or at the request of the Secretariat or two or more members for the purpose of transacting such other business as may be required to carry out the purposes and duties of the Standards Board, including those purposes and duties set forth in Section 6.2. The Standards Board may provide by resolution the time and place, either within or outside Colorado, for the holding of additional regular meetings. Reimbursement of voting members for any travel or other expenses shall be provided in accordance with such policies and procedures as may be established by the Member.

6.6. Notice. Notice of each meeting of the Standards Board stating the place, day, and hour of the meeting shall be given to each member at the member's business address at least five days prior thereto by the mailing of written notice by first class, certified or registered mail, or at least one day prior thereto by personal delivery or written notice or by telephonic, email, or facsimile notice (and the method of notice need not be the same as to each director). If mailed, such notice shall be deemed to be given when deposited in the United States mail, with postage thereon prepaid. If transmitted by email or facsimile, such notice shall be deemed to be given when the transmission is completed. Neither the business to be transacted at, nor the purpose of, any meeting of the Standards Board need be specified in the notice or waiver of notice of such meeting unless otherwise required by statute.

6.7. Waiver of Notice. Any member of the Standards Board may waive notice of any meeting before, at or after such meeting. The attendance of a member at a meeting shall constitute a waiver of notice of such meeting, except where such member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and at the beginning of the meeting or promptly upon the member's later arrival, the member objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

6.8. Presumption of Assent. A member of the Standards Board who is present at a meeting of the Standards Board at which action on any matter is taken shall be presumed to have assented to the action taken unless such member's dissent shall be entered in the minutes of the meeting or unless the member shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretariat immediately after the adjournment of the meeting. Such right to dissent shall not apply to a member who voted in favor of such action.

6.9. Quorum and Voting. Two-thirds of the members of the Standards Board (defined as (i) 6 of 8 members, including, for purposes of determining a quorum the Secretariat, a non-voting member and, (ii) in those cases where due to resignation or any other failure to fill a position there are only six voting members, 5 of 7 members, including, for purposes of determining a quorum, the Secretariat) shall constitute a quorum for the transaction of business at any meeting of the Standards Board, and, except as provided in Section 6.2., or as otherwise required under the ANSI Essential Requirements, the vote of a majority of the voting members present (defined as at least 3 of 5 or 4 of 6 or 7) in person at a meeting at which a quorum is present shall be the act of the Standards Board. No voting member may vote or act by proxy at any meeting of the Standards Board.

6.10. Meeting Formats. Members of the Standards Board may participate in a meeting of the board by means of conference telephone, internet-based participatory meeting systems, or similar communications technologies by which all persons participating in the meeting can hear and/or see each other at the same time. Such participation shall constitute presence in person at the meeting.

6.11. Action Without a Meeting.

- 6.11.1. Voting Procedure. Any action required or permitted to be taken at a meeting of the Standards Board may be taken without a meeting if written notice is transmitted to each voting and non-voting member of the Standards Board pursuant to Section 6.6. and each voting member either: (a) votes in writing for such action; (b) votes in writing against such action; (c) abstains in writing from voting; or (d) fails to respond by the time stated in the notice. Proposals for such action and votes for or against the same by the voting members of the Standards Board may be submitted via electronic mail, consistent with the requirements of this Section 6.11. As used herein, any written action includes actions communicated by electronic communications, include e-mail and computer based remote participation systems.
- 6.11.2. Action Taken. Action is taken under this Section 6.11. only if at the end of the time stated in the notice, the affirmative vote for such action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the members of the Standards Board then in office were present and voted.
- 6.11.3. Notice Required. The notice required by 6.11.1. shall state (i) the action to be taken; (ii) the time by which a voting member of the Standards Board must respond; and (iii) that failure to respond by the time stated in the notice will have the same effect as abstaining in writing by the time stated in the notice and failing to demand in writing by the time stated in the notice that action not be taken without a meeting. Unless such notice states a different effective date, action taken pursuant to this Section 6.11. shall be effective at the end of the time to respond stated in the notice.
- 6.11.4. Revocation of Vote. Any voting member of the Standards Board may revoke such vote in writing executed and delivered within three days of the member's initial vote. Such revocation shall only be effective if it is received by the Executive Director of the Member prior to the earlier of (i) the expiration of such three-day period or (ii) the receipt of the written consent to such action from all remaining voting members.
- 6.11.5. Manner of Notice. All communications under this Section 6.11. may be transmitted or received by the Standards Board by electronically transmitted facsimile, e-mail, or other form of wire or wireless communication. For purposes of this Section 6.11., communications to the Academy Standards Board are not effective until received by the Standards Board.
- 6.11.6. Validity of Action. Action taken pursuant to this Section 6.11. has the same effect as action taken at a meeting of the members of the Standards Board and may be described as such in any document.
- 6.11.7. Recordkeeping. All written instruments necessary for any action taken pursuant to this Section 6.11. shall be filed with the minutes of the meetings of the Standards Board. In the event action is taken by the requisite affirmative vote of the voting members of the Standards Board, the emails describing

such action and the affirmative votes therefor shall be stored with, and in the same manner, as the minutes of the meetings of the Standards Board in the Standards Board Workspace system.

- 6.11.8. Confidentiality, Conflict of Interest and Other Policies. Standards Board members shall abide by the Company's confidentiality, conflict of interest and other policies. The Standards Board may adopt such other policies and protocols supplementing this Agreement as the Academy Standards Board deems necessary or appropriate to administer ANSI Essential Requirements and/or to adhere to the latest version of the Academy Standards Board Procedures for the Development of American National Standards.

ARTICLE VII. CONSENSUS BODY

7.1. Consensus Body. The Standards Board shall establish and oversee one or more committees (each a "*Consensus Body*") which will consist of individuals appointed by the Standards Board to advise and assist with the development of Forensic Standards, Technical Reports, Best Practices Recommendations, and related documents. Activities of the consensus bodies shall be governed by the *Academy Standards Board Procedures for the Development of American National Standards*.

ARTICLE VIII. AMENDMENTS

8.1. Amendment. This Agreement may be amended in writing by the Member upon approval of two-thirds of the Member's Board of Directors. No amendment may be adopted that violates the terms of any Gift or Grant Agreement, or that is inconsistent with the ANSI Essential Requirements.

ARTICLE IX. DISSOLUTION AND WINDING UP

9.1. Dissolution. The Company shall dissolve, wind up and liquidate upon the determination of the Board of Directors of the Member or decree of judicial dissolution of the Company. Thereafter, the Company shall continue solely for the purposes of winding up its affairs in an orderly matter. The Company shall sell its property for cash or credit, or make distributions of property in kind to the Member, as the Executive Director of the Member determines.

9.2. Payment of Debts. In the course of liquidation, the Company's property, to the extent sufficient, shall be applied and paid in the following order:

- (a) Debts to Others. To the payment and discharge of all of the Company's debts and liabilities (other than those to the Member), including the establishment of any necessary reserves;
- (b) Debts to Member. To the payment and discharge of any debts or liabilities to the Member.

9.3. Distributions. Any amounts remaining after making the payments provided for in Section 9.2. shall be distributed to the Member or, if the Member is dissolved, to one or more domestic corporations, societies, or organizations that are qualified for nonprofit and tax exempt status under Section 501(c)(3) of the Code and that are engaged in activities related or similar to the Academy's, otherwise it will be distributed to the federal, state, or local government for a public purpose.

9.4. Statement of Dissolution. When all debts, liabilities and obligations have been paid and discharged, or adequate provisions have been made therefor, and all of the remaining property has been distributed to the Member, the Executive Director of the Member shall execute and file a Statement of Dissolution, pursuant to C.R.S. § 7-80-802, with the Colorado Secretary of State.

ARTICLE X. MISCELLANEOUS

10.1. Notices. Any notice, payment, demand or communication to be given pursuant to this Agreement shall be written and deemed given on the date delivered personally to the recipient, or on the third day after deposit by certified mail, postage and charges prepaid and addressed to the Company or the Member. Nothing in this Section 10.1. shall eliminate the validity, timeliness or effective date of any notice given by any means, electronic, facsimile or otherwise, as permitted in other provisions of this Agreement.

10.2. Governing Law. The laws of the state of Colorado shall govern the validity, construction and interpretation of this Agreement. Any action to enforce, construe or interpret this Agreement shall be brought in a court of competent jurisdiction in the state of Colorado.

10.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Member and its successors and assigns.

10.4. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the undersigned has executed this Agreement as of the Effective Date of Agreement, as Amended and Restated.

ACADEMY:

American Academy of Forensic Sciences, an
Illinois not-for-profit corporation

By: _____

Its: President

ACCEPTANCE OF APPOINTMENT AS SECRETARIAT

The undersigned hereby ratifies its appointment as the Secretariat of American Academy of Forensic Sciences Standards Board, LLC pursuant to this Agreement as of the Effective Date of Agreement, as Amended and Restated.

By: _____

(Printed Name)