

BYLAWS
OF
ROCKY MOUNTAIN RYLA
("the Corporation")

1. OFFICES.

The principal office of the Corporation in the State of Colorado is presently at 4704 Harlan Street, Suite 210, Denver, Colorado 80212. Other offices and places of business may be established from time to time by resolution of the Board of Directors.

2. SEAL.

The seal of the Corporation shall have inscribed thereon the name of the Corporation, and the words, "Colorado" and "Seal", and shall be in such form as may be approved by the Board of Directors. The Board of Directors shall have the power to alter the seal of the Corporation at its pleasure.

3. MEMBERS.

The Corporation shall have two (2) Voting Members that shall be the Rotary International District 5440 and the Rotary International District 5450 ("Districts 5440 and 5450"). The powers and duties of the Voting Members shall be to approve or withhold approval of any changes to the Corporation's Articles of Incorporation or these Bylaws. The Corporation may develop various classifications of non-voting memberships as a

form of recognition. The entire voting power for all other purposes shall rest in the Board of Directors.

4. DIRECTORS.

4-A. Board of Directors. The affairs of the Corporation shall be managed by a Board comprised of the then-acting RYLA Committee members appointed by Districts 5440 and 5450 ("RYLA Committee"). Directors need not be residents of the State of Colorado. Directors shall hold office for a term coterminous with their service and only so long as they serve as members of the RYLA Committee.

4-B. Regular Meetings. Regular meetings of the Board of Directors may be held as decided by the Board of Directors, with notice as provided in 4-C below, at the Corporation's principal place of business or at such other place or places as determined by the Board of Directors.

4-C. Special Meetings. Special meetings of the Board of Directors may be called at any time by the President or at least two-thirds (2/3) of the directors then in office with at least five (5) days notice given in writing or by facsimile ("fax") transmission or by telephone. If the President so calling the meeting in his or her sole judgement determines that emergency circumstances require a more immediate special meeting, in such case the required notice shall be reduced to 24 hours by fax or by telephone.

4-D. Waiver. The presence of any director at a meeting shall constitute waiver of notice of such meeting except as otherwise provided by law. Unless specifically required by law, the Articles of Incorporation or these Bylaws, neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

4-E. Place of Meetings and Telephonic Meetings. Meetings may be held within or without the State of Colorado at such time and place as the notice or waiver thereof, if any, may specify. Any director (or any member of any committee designated by the Board) may be permitted by the Board of Directors to participate in any regular or special meeting of the Board of Directors or a committee thereof through the use of any means of communication by which all the directors participating in the meeting can hear each other during the meeting. An individual participating in a meeting in this manner is deemed to be present in person at the meeting.

4-F. Quorum and Written Proxy. A quorum at all meetings of the Board of Directors shall consist of a majority of the directors then in office, but a smaller number may adjourn from time to time without further notice, until a quorum is secured. All matters to be voted upon require the act of a majority of directors in attendance at a meeting at which a quorum is present unless otherwise provided for in the Corporation's Articles of Incorporation, these Bylaws or by law. As provided in C.R.S. § 7-128-205(4), for purposes of determining a quorum and for purposes of casting a vote for or against a particular proposal, a director may be deemed to be present and to vote if a director grants

a signed, written proxy to another director. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy.

4-G. Compensation and Expense Reimbursement. Directors of the Corporation may not receive compensation for services rendered as a director for the Corporation. A director may be reimbursed for actual reasonable expenses incurred to carry out his or her duties as a director.

4-H. Loans. No loans shall be made by the Corporation to its directors.

4-I. Advisory Board and Committees. The Board of Directors may appoint one or more advisory boards and advisory committees. The membership of any advisory board or advisory committee shall be determined solely by the Board of Directors.

Members of any advisory board or advisory committee shall advise the Board on any matter concerning the Corporation as requested by the Board of Directors. Members of any advisory board or advisory committee shall have no voting rights with respect to the management of the Corporation.

4-J. Executive and Other Committees. The Board of Directors, by resolution adopted by a majority of the number of directors then in office, may designate an executive committee or one or more other committees, each of which shall include at least one director. Each committee shall have and may exercise such authority of the Board of Directors as shall be provided in the resolution, except as otherwise prohibited by law.

5. OFFICERS.

5-A. Election. Officers of the Corporation may, but need not, be appointed by the Board of Directors and may, but need not, include any of the following: a president, a secretary, a treasurer, and such other officers and assistant officers as may be deemed necessary. Any two offices may be held by the same person. Officers may be elected by the Board of Directors at its first meeting. Unless removed in accordance with procedures established by law and these Bylaws, the officers shall serve until their respective successors, if any, are elected and are qualified.

5-B. Officers. The officers of the Corporation, if there are any, shall exercise and perform the respective powers, duties and functions as are stated below, and as may be assigned by the Board of Directors.

5-B-1. The president, if any, shall be the chief executive officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the affairs and officers of the Corporation. Unless some other person is specifically authorized by the Board of Directors, the president shall sign all bonds, deeds, mortgages, leases and contracts of the Corporation. The president shall perform all the duties commonly incident to this office and such other duties as the Board of Directors shall designate.

5-B-2. The secretary, if any, shall keep accurate minutes of all meetings of the Board of Directors. He or she shall be responsible for the giving any required notice of meetings of the Board of Directors. The secretary shall be the

custodian of the records and of the seal of the Corporation and shall attest the affixing of the seal of the Corporation when so authorized. The secretary shall perform all duties commonly incident to his or her office and such other duties as may from time to time be assigned to him or her by the president.

5-B-3. The treasurer, if any, subject to the order of the Board of Directors, shall have the care and custody of the money, funds, valuable papers and documents of the Corporation. He or she shall keep correct and complete books and records of accounts of the Corporation's transactions, which shall be the property of the Corporation, and shall render financial reports and statements of condition of the Corporation when so requested by the Board of Directors or the president. The treasurer shall perform all duties commonly incident to his or her office and such other duties as may from time to time be assigned to him or her by the president.

5-C. Compensation and Expense Reimbursement. Officers of the Corporation may not receive compensation for services rendered as an officer of the Corporation. Compensation paid to the vice-president shall only be paid for personal services which are reasonable and necessary to carry out the exempt purposes of the Corporation. An officer may be reimbursed for actual reasonable expenses incurred to carry out his or her duties as an officer.

5-D. Disability. In the absence or disability of any officer, the Board of Directors may delegate the powers or duties of such officer to any other officer whom it may select.

5-E. Removal. Any officer or agent may be removed with or without cause as an officer or agent by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby.

5-F. Resignation. Any officer may resign at any time by giving written notice of such resignation to the Board of Directors or to the president.

5-G. Vacancies. Any vacancy occurring in any office may be filled by the Board of Directors.

5-H. Loans. No loans shall be made by the Corporation to its officers.

6. FINANCE AND CONTRIBUTIONS.

6-A. Banking. The monies of the Corporation shall be deposited in the name of the Corporation in such bank or banks or trust company or trust companies, as the Board of Directors shall designate, and may be drawn out only on checks signed in the name of the Corporation by such person or persons as the Board of Directors by appropriate resolution may direct. Notes and commercial paper, when authorized by the Board of Directors, shall be signed in the name of the Corporation by such officer or officers or agent or agents as shall be authorized from time to time.

6-B. Fiscal Year. The fiscal year of the Corporation shall be determined by resolution of the Board of Directors.

7. WAIVER OF NOTICE.

Any officer or director may waive, in writing, any notice of a meeting required to be given by law or these Bylaws, either before or after the time of such meeting. Participation by an officer or director in a meeting shall constitute a waiver by such officer or director of the notice requirement.

8. ACTION WITHOUT A MEETING.

Any action required to be taken at a meeting of the Board of Directors or any action which may be taken at any such meeting, may be taken without a meeting pursuant to C.R.S. § 7-128-202, if each and every member of the Board of Directors in writing votes for, votes against or abstains from voting on such action and 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 directors then in office were present and voted.

9. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS.

9-A. Definitions. For purposes of this Article, the following terms shall have the meanings set forth below:

9-A-1. "Corporation" means the Corporation and, in addition to the resulting or surviving corporation, any domestic or foreign entity that is a predecessor of

a corporation by reason of a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

9-A-2. "Director" means an individual who is or was a director of the Corporation, and an individual who, while such a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or other entity or employee benefit plan. A director shall be considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context otherwise requires, the estate or personal representative of a director.

9-A-3. "Expenses" means the actual and reasonable expenses, including counsel's fees, incurred by a party in connection with a proceeding.

9-A-4. "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private foundation or an employee benefit plan) or reasonable expenses.

9-A-5. "Official capacity"; when used with respect to a director of the Corporation, means the office of director in the Corporation and, when used with respect to a person in a capacity other than as a director (even if such person is also a director), means the office in the Corporation held by the officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on

behalf of the Corporation in the performance of his or her duties in his or her capacity as such officer, employee, fiduciary, or agent. "Official capacity" does not include service for any other foreign or domestic corporation or for any other entity or employee benefit plan when acting directly on behalf of such other corporation, entity or employee benefit plan as a director, officer, employee, fiduciary or agent thereof.

9-A-6. "Party" means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director, officer, employee or fiduciary of the Corporation, and any person who, while a director, officer, employee or fiduciary of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any other entity or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the Corporation's request if such party's duties to the Corporation also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan. "Party" includes, unless the context otherwise requires, the estate or personal representative of such party.

9-A-7. "Proceeding" means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitratve or investigative (including an action by or in the right of the Corporation) and whether formal or informal.

9-B. Right to Indemnification.

9-B-1. Standards of Conduct. Except as provided in Paragraph 9-B-4 below, the Corporation shall indemnify any party to a proceeding against liability incurred in or as a result of the proceeding if (a) such party conducted himself or herself in good faith, (b) such party reasonably believed (i) in the case of a director acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, or (ii) in all other cases, that such party's conduct was at least not opposed to the Corporation's best interests, and (c) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Paragraph 9-B, any party acting in his or her official capacity who is also a director of the Corporation shall be held to the standard of conduct set forth in Paragraph 9-B-1(b)(i), even if such party is sued solely in a capacity other than as such director.

9-B-2. Employee Benefit Plan. A party's conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of Paragraph 9-B-1(b)(ii). A party's conduct with respect to an employee benefit plan for a purpose that such party did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Paragraph 9-B-1(a).

9-B-3. Settlement. The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the party did not meet the applicable standard of conduct set forth in Paragraph 9-B-1.

9-B-4. Indemnification Prohibited. Except as hereinafter set forth in Paragraph 9-B-5, the Corporation may not indemnify a party under this Paragraph 9-B either in connection with (a) any proceeding by or in the right of the Corporation in which the party is or has been adjudged liable to the Corporation, or (b) any proceeding charging that the party derived an improper personal benefit, whether or not involving action in the party's official capacity, in which proceeding the party is adjudged liable on the basis that he or she derived an improper personal benefit (even if the Corporation was not thereby damaged).

9-B-5. Court-Ordered Indemnification. Notwithstanding the foregoing, the Corporation shall indemnify any party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances described in clauses (a) and (b) of Paragraph 9-B-4 or whether or not the party met the applicable standard of conduct set forth in Paragraph 9-B-1, and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Colorado Revised Nonprofit Corporation Act.

9-B-6. Claims by or in the Right of Corporation. Indemnification permitted under this Paragraph 9-B in connection with a proceeding by or in the right of the Corporation shall be limited to reasonable expenses incurred in connection with the proceeding. If the corporation indemnifies or advances expenses to a party under this Article in connection with a proceeding by or in the right of the Corporation, the Corporation shall give written notice of such indemnification or advance to the voting members, if any, with or before the notice of the next members' meeting. If the next member action is taken without a meeting at the instigation of the Board of Directors, such notice shall be given to the voting members at or before the time the first member signs a writing consenting to such action.

9-B-7. Combined Proceedings. If any claim made by or in the right of the Corporation against a party is joined with any other claim against such party in a single proceeding, the claim by or in the right of the Corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

9-C. Prior Authorization Required. Any indemnification under Paragraph 9-B (unless ordered by a court) shall be made by the Corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Paragraph 9-B-1 and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization

shall be made by the Board of Directors by a three-quarters (3/4) vote of a quorum of such Board, which quorum shall consist of all directors not parties to the subject proceeding, or by such other person or body as permitted by law.

9-D. Success on Merits or Otherwise. Notwithstanding any other provision of this Article, the Corporation shall indemnify a party to the extent such party has been wholly successful, on the merits or otherwise, including without limitation, dismissal without prejudice or settlement without admission of liability, in defense of any proceeding, against reasonable expenses incurred by such party in connection therewith.

9-E. Advancement of Expenses. The Corporation shall pay for or reimburse the reasonable expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if: (1) the party furnishes the Corporation a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in Paragraph 9-B-1; (2) the party furnishes the Corporation a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (3) authorization of a payment and a determination that the facts then known to those making the determination would not preclude indemnification under this Article have been made in the manner provided in Paragraph 9-C. The undertaking required by clause (2) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

9-F. Payment Procedures. The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Paragraph 9-D and by the written affirmation and undertaking to repay as required by Paragraph 9-E in the case of indemnification under such section. If no disposition of such claim is made within ninety (90) days after written request for indemnification is made, the claimant may apply by way of civil action in any court of competent jurisdiction for an adjudication as to the validity and extent of the claim. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.

9-G. Insurance. By action of the Board of Directors, notwithstanding any interest of the directors in such action, the Corporation may purchase and maintain insurance in such amounts as the Board of Directors deems appropriate to protect itself and any person who is or was a director, officer, employee, fiduciary or agent of the Corporation, or who, while a director, officer, employee, fiduciary or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any other entity or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person

against such liability under applicable provisions of law or this Article. Any such insurance may be procured from any insurance company designated by the Board of Directors, whether such insurance company is formed under the laws of Colorado or any other jurisdiction, including any insurance company in which the Corporation has an equity or any other interest, through stock ownership or otherwise. The Corporation may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

9-H. Right to Impose Conditions to Indemnification. The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article, such reasonable requirements and conditions as may appear appropriate to the Board of Directors in each specific case and circumstances, including but not limited to any one or more of the following: (1) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Corporation; (2) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (3) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.

9-I. Other Rights and Remedies. The indemnification provided by this Article shall be in addition to other rights to indemnification which a party may have or hereafter acquire by virtue of applicable statute.

9-J. Applicability; Effect. The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a director, officer, employee, fiduciary or agent of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any other entity or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each party covered hereby.

9-K. Indemnification of Agents. The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation who is not otherwise

covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Paragraph 9-C.

9-L. Savings Clause; Limitation. If this Article or any paragraph or provision hereof shall be invalidated by any court on any ground, then the Corporation shall nevertheless indemnify each party otherwise entitled to indemnification hereunder to the fullest extent permitted by law or any applicable provision of this Article that shall not have been invalidated. Notwithstanding any other provision of these Bylaws, the Corporation shall neither indemnify any person nor purchase any insurance in any manner or to any extent that would jeopardize or be inconsistent with the qualification of the Corporation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). Notwithstanding any other provision of these Bylaws, if the Corporation is found to be a private foundation in a final determination, then the Corporation shall neither indemnify any person nor purchase any insurance if such indemnification or purchase of insurance would be considered an act of self-dealing under Section 4941 of the Code.

10. EMERGENCY POWERS AND BYLAWS.

An "emergency" exists for the purposes of this section if a quorum of the directors cannot readily be obtained because of some catastrophic event. In the event of

an emergency, the Board of Directors may: (i) modify lines of succession to accommodate the incapacity of any director, officer, employee or agent; and (ii) relocate the principal office, designate alternative principal offices or regional offices, or authorize officers to do so. During an emergency, notice of a meeting of the Board of Directors, if normally required, only needs to be given to those directors whom it is practicable to reach and may be given in any practicable manner including by publication or radio. One or more officers of the Corporation present at a meeting of the Board of Directors may be deemed directors for the meeting, in order of rank and within the same rank in order of seniority, as necessary to achieve a quorum. Corporate action taken in good faith during an emergency binds the Corporation and may not be the basis for imposing liability on any director, officer, employee or agent of the corporation on the ground that the action was not authorized. The Board of Directors may also adopt emergency bylaws, which may include provisions necessary for managing the Corporation during the emergency including: (i) procedures for calling a meeting of the Board of Directors; (ii) quorum requirements for the meeting; and (iii) designation of additional or substitute directors. The emergency bylaws shall remain in effect during the emergency and not be in effect after the emergency ends.

11. AMENDMENTS.

These Bylaws may be altered, amended, changed or repealed at any time by the Corporation's Board of Directors, but while it is in existence, only with the written

approval of Districts 5440 and 5450 at a duly constituted meeting of the Corporation's Board of Directors by a vote of the majority of the members of the Board of Directors then in office or by action without a meeting as provided in Paragraph 8 of these Bylaws and C.R. S. § 7-128-202.

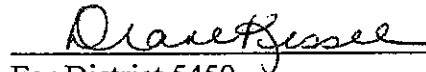
AS APPROVED BY THE BOARD OF DIRECTORS OF
ROCKY MOUNTAIN RYLA with the prior approval
of Districts 5440 and 5450, effective January 10, 2003.



Darla Schueth, Secretary



For District 5440



For District 5450