

BY-LAWS OF VXibus CONSORTIUM, INC.

ARTICLE I NAME, PURPOSE AND OFFICES

Section 1.1 Name

The name of the corporation is "VXibus Consortium, Inc." and the corporation is referred to in these By-laws as the "Consortium".

Section 1.2 Objectives and Statements of Intention

(a) The objective of the Consortium is to develop and maintain an open architecture for modular electronic instruments that allow modules of different manufacturers to be operated within the same card chassis. This object is to be achieved through seeking the voluntary adoption of a standard for modular instruments based on the VMEbus open architecture. The standard for the VXibus, formally known as "VMEbus Extensions for Instrumentation," is intended to be publicly available for implementation by any organization or individual, whether or not a member of the Consortium. With VXibus 4.0 and future revisions, a membership in the Consortium is required to build 4.0 products or be able to use the logo in reference to them.

(b) Any standards developed by the Consortium shall be supported by objective criteria and shall not be manipulated to artificially and/or arbitrarily inhibit, in any fashion, either Members or non-Members. Therefore, the definition of any standard developed shall be placed in the public domain, not subject to copyright, patent, or any other intellectual property right, so that both Members and non-Members may implement or utilize the standard. Notwithstanding the foregoing, nothing in these By-laws, nor the membership of any Member in the Consortium, shall preclude a Member from developing and asserting intellectual property rights over any particular implementation of the standards developed by the Consortium, and no rights in such particular implementations shall be granted or implied to any other Member by its membership in the Consortium.

Section 1.3 Known Place of Business

The known place of business of the Consortium (hereinafter the "principal office") shall be located at 361 Second Ave., Ste. 203; PO Box 1016; Niwot, CO 80544-1016. The Board of Directors is hereby granted full power and authority to change the principal office from one location to another both within and without said state.

Section 1.4 Other Offices

Branch or subordinate offices may at any time be established by the Board of

Directors at any place or places.

Section 1.5 Nonprofit Status

(a) The Consortium is organized and shall be operated as a not for profit membership corporation organized under Delaware law.

b) The Board of Directors may, in its sole discretion, elect to seek exemption from Federal taxation for the Consortium pursuant to Section 501(a) of the Internal Revenue Code of 1986, as amended (hereinafter, the "Code"). In the event that such exemption is sought and until such time, if ever, as such exemption is denied or lost, the Consortium shall not be empowered to engage directly or indirectly in any activity that would invalidate its status as an organization exempt from federal income taxation under Section 501(a) of the Code as an organization described in Section 501(c) of the Code. All references to the Code contained herein are deemed to include corresponding provisions of any future United States Internal Revenue law.

Section 1.6 Operating Language

The operating language of the Consortium shall be English.

ARTICLE II MEMBERS

Section 2.1 Classes of Membership

The Consortium shall initially have three classes of membership: Sponsor Members, Participating Members, and Associate Members. Additional classes of voting and non-voting members may be created in the future, and the rights of existing classes of members may be amended, in each case pursuant to Section 2.10 of these By-laws. Sponsor Members, Participating Members and any future classes of members that are entitled to voting rights shall be collectively referred to as "Voting Members." All Voting and non-voting memberships in the Consortium are collectively referred to in these By-laws as "Memberships", and a person or entity holding Membership is referred to in these By-laws as a "Member".

Section 2.2 General Conditions of Membership

Any association, partnership, organization, governmental agency, company, corporation, academic entity, or non-profit entity shall be admitted to Membership upon: (a) acceptance of its written application on such form as may be from time to time required by the Consortium (which acceptance shall be administered in a non-discriminatory fashion) and (b) unless otherwise provided by the Board of Directors, payment of such application fees, assessments, initiation fees (if any), annual dues or other fees for such class of Membership as may from time to time be established by the Board of Directors (collectively, "Fees"). A Member shall remain in good standing as a Member provided such Member is in compliance with the terms and conditions of the Consortium's Certificate of Incorporation, By-laws, Membership Application and such rules and policies as the Board of Directors and/or any committees thereof (each a "Board Committee") may from time to time adopt, including without limitation, timely payment of all Fees and penalties for late payment as may be determined by the Board of Directors (such Fees and penalties are collectively referred to in the By-laws as "Financial Obligations", and all of the foregoing good standing requirements are collectively referred to in the By-laws as "Membership Obligations").

Section 2.3 Privileges of Sponsor Membership

Each Sponsor Member, while in good standing, shall be entitled to:

(a) designate and elect one representative to serve as a member of the Board of Directors in accordance with Section 4.3(a) (each member of the Board of Directors, a "Director");

(b) nominate one employee representative to run for election as an officer of the

Consortium (each an “Officer”); and

(c) all rights of the Participating Members other than those set forth in Sections 2.4(a) and 2.4(b).

Section 2.4 Privileges of Participating Membership

Each Participating Member, while in good standing, shall be entitled to:

- (a) nominate one representative to serve as a Director;
- (b) participate in the election of Directors as provided for and subject to the limitations set forth in Section 4.3(b);
- (c) vote on each matter submitted to a general vote of the Voting Members;
- (d) nominate one representative to run for election as chairperson or vice-chairperson (if any) of any Committee of the Members (each a “Member Committee”) and Sub-Group thereof (as contemplated by Section 5.5(c)); and
- (e) appoint one voting representative, on a one vote per Member basis, to each Member Committee and Sub-Group thereof that the Consortium may establish and, subject to any limitations on attendance imposed by the Board of Directors, appoint non-voting representatives to each such Member Committee and Sub-Group, and
- (f) all rights of the Associate Members other than those set forth in Sections 2.5(a).

Section 2.5 Privileges of Associate Membership

Each Associate Member, while in good standing, shall be entitled to:

- (a) appoint one non-voting representative to each Member Committee and Sub-Group thereof that the Consortium may establish;
- (b) attend all general and special meetings of the Membership provided for in Article III of these By-laws, provided, however, that only the Voting Members shall be entitled to vote at such meetings, except as specifically provided for in these By-laws, the Certificate of Incorporation or by law;
- (c) propose initiatives to be acted upon by the Consortium;
- (d) placement of a link to such Member’s Web site on the Consortium Web site
- (e) post a VXI-related news release on the website

- (f) contribute an article to the VXIbus Newsletter.

Section 2.6 Rights in Intellectual Property

All VXIbus Standard 4.0 (as well as future revisions) intellectual property submitted to or owned, adopted or created by the Consortium, including without limitation, any of the same which may be represented by any standards, specifications, guidelines, policies, procedures or tests (collectively, “Intellectual Property”), shall be subject to such policies and procedures, including the Consortium’s Intellectual Property Rights Policy (the “IPR Policy”), as may from time to time be adopted by the Board of Directors. Any such rules or policies adopted by the Board of Directors shall control all rights of ownership and publication relating to such Intellectual Property, the specific license rights which Members may be entitled to therein, and the fees (if any) which the Consortium may charge Members and third parties for access to and use of such Intellectual Property.

Section 2.7 Conditions of Non-Voting Members

Any associations, partnerships, organizations, companies or corporations which support the Objectives set forth in Section 1.2 of these By-Laws shall be eligible for Non-Voting Membership in the Consortium.

Section 2.8 Privileges of Non-Voting Membership

Each Non-Voting Member, while in good standing, shall be entitled to the benefits of Membership described in Section 2.9 below.

Section 2.9 Privileges of Membership

All classes of Members shall (a) receive all publications of the Consortium which are intended for regular distribution, (b) be eligible (through their designated representatives) to attend committees appointed by the Board of Directors (provided that no Non-Voting Members shall be entitled to attend any meeting of a committee, unless appointed to a committee by the Board of Directors, except with the prior consent of the Chairman of such committee [which consent shall not unreasonably be denied], and such Non-Voting Member attending by consent shall not be entitled to vote at or participate in any such meeting), and (c) have the right to attend all meetings and special meetings of

the Membership provided for in Article III of these By-Laws provided that only the Sponsor Members shall be entitled to vote at such meetings.

Section 2.10 Additional Classes of Members

One or more additional classes of Membership in the Consortium may be created and the designations, voting rights (if any), powers, privileges and method of selection of members of each such class may be prescribed by adoption of an amendment to these By-Laws pursuant to Article XIV of the By-laws.

Section 2.11 Member Representatives

(a) Each Member shall appoint an individual to be its representative to the Consortium, and shall notify the Consortium in writing of the name and address of such representative. The Consortium shall use such representative as the addressee for all information, notices and other communications which the Consortium is required or desires to send to such Member. Any Member may replace its representative or deputy representative upon prior written notice to the Consortium.

(b) Except with the prior permission of the President of the Consortium as to any Members' meeting, or the chairman of any committee as to any committee meeting, any Member shall be represented at such a meeting only by (i) such representative, (ii) a duly appointed deputy representative previously identified to the Consortium, and (iii) a technical advisor, to the extent necessary or useful to the representative with respect to the subject matter of any given meeting.

(c) The Consortium shall be conclusively entitled and permitted to rely, with respect to any Member, upon any act, consent, notice or waiver of such Member's representative or deputy representative as last identified to the Consortium by such Member in writing.

Section 2.12 Deprivation or Suspension of Membership

No Member in good standing may be deprived of its Membership or be suspended as a Member without cause except by a vote of a majority of all the Voting Members. Any Member in good standing may be deprived of its Membership or be suspended as a Member for cause, and any Member not in good standing may be deprived of its Membership or can be suspended as a Member without cause, by a majority vote of the Voting Members or of the Board of Directors. Any initial fees, annual dues, assessments and/or penalties already paid are not refundable upon the Member's suspension or deprivation of Membership. No deprivation or suspension of Membership shall be effective unless:

- (a) The Member is given notice of the proposed deprivation or suspension of Membership and of the reasons therefore;
- (b) Such notice is delivered personally or by first-class or certified mail, return receipt requested, Sent to the last address of the Member shown on the Consortium's records;
- (c) Such notice is given at least thirty (30) days prior to the effective date of the proposed deprivation or suspension of Membership;
- (d) Such notice sets forth a procedure determined by the body (said body to consist of the Board of Directors or a committee selected for that purpose by the Board) authorized to decide whether or not the proposed deprivation or suspension shall take place, whereby the Member is given the opportunity to be heard by such body, either orally (and represented by counsel if the Member so desires) or in writing, not less than five (5) days before the effective date of the proposed deprivation or suspension.

Section 2.13 Resignation by Member

A Member may resign as a Member at any time. Any initial fees, annual dues, assessments, fees and/or penalties already paid shall not be refundable in such event.

Section 2.14 Membership Book

The name and address of each Member shall be contained in a Membership Book to be maintained at the principal office of the Consortium. Termination of any Membership shall be recorded in the book together with the date of such termination. The Members shall be responsible for apprising the Consortium in writing of all changes to their respective names and addresses.

Section 2.15 Levy of Dues, Assessments or Fees

The Consortium may levy dues, assessments or fees upon its members in such amount as may be approved from time to time by the Board of Directors, but a Member upon learning of any increase in dues, or of any levy of any assessments or fees, may avoid liability therefore by (i) resigning from Membership prior to the date such dues, assessments or fees are due and payable, and applying for admission to another class of Membership, provided, however, that such Member shall not be liable for any Initiation Fee otherwise payable, or (ii) resigning from Membership prior to the date such dues, assessments or fees are due and payable; but in each of (i) or (ii) above, only where the Member is, by contract or otherwise, not already liable for such dues, assessments or fees. No provision of the Certificate of incorporation or By-laws of the Consortium

authorizing such dues, assessments or fees shall, of itself, create such liability. In no event shall the failure of a Member to pay any dues or assessments give rise to any claim in favor of the Consortium for consequential damages.

Section 2.16 Use of Names

Neither the Consortium nor any Member shall use the name of the other in any form of publicity without the written permission of the other, provided that any Member may disclose and publicize its membership in the Consortium, and the Consortium may disclose the membership of a Member in the Consortium unless such member has notified the Board of Directors of the Consortium In writing of its desire to keep such information confidential (which notice shall nevertheless not prevent the disclosure of such membership to the extent required by law or legal process).

ARTICLE III MEETINGS OF MEMBERS

Section 3.1 Place of Meetings

All meetings of the Members shall be (a) held at such place within or without the State of Delaware and at such time as may be fixed from time to time by the Board of Directors or the President or if not so designated, at the registered office of the Consortium, and (b) open to the public, unless determined in advance to the contrary by the Board of Directors.

Section 3.2 Annual Meeting

Annual meetings of Members shall be held on the second Tuesday in April in each year (commencing in 1989) if not a legal holiday, and if a legal holiday, then on the second secular day following, at 10:00 a.m., or at such other date and time as shall be designed from time to time by the Board of Directors or the President, at which meeting the Founding Sponsor Members shall appoint their Directors and the Non-Founding Sponsor Members shall elect by a plurality vote their five Directors and shall transact such other business as may properly be brought before the meeting. If no annual meeting is held in accordance with the foregoing provision, the Board of Directors shall cause the meeting to be held as soon thereafter as convenient, which meeting shall be designated a special meeting in lieu of annual meeting.

Section 3.3 Special Meetings

Special meetings of the Members, for any purpose or purposes, may, unless otherwise prescribed by statute or by the Certificate of Incorporation, be called by the Board of Directors or the President or Secretary at the request in writing of any Voting Member. Such request shall state the purpose or purposes of the proposed meeting. Business transacted at any special meeting shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

Section 3.4 Notice of Meetings

Except as otherwise provided by law, written notice of each meeting of the Members, annual or special, stating the place, date and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, to each Member entitled to attend such meeting.

Section 3.5 Voting List

The President shall keep and maintain at all times a complete list of the Voting Members entitled to vote at any meeting of the Consortium, which list shall always be open to the examination of any Voting Member, during ordinary business hours, at the principal office of the Consortium, and, in connection with any meeting of shareholders, as required by applicable law.

Section 3.6 Quorum

Fifty-one percent (51%) of the Voting Members, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Certificate of Incorporation or these By-Laws.

Section 3.7 Adjournments

Any meeting of Members may be adjourned from time to time to any other time and to any other place at which a meeting of Members may be held under these By-Laws, which time and place shall be announced at the meeting, by a majority of the Voting Members present in person or represented by proxy at the meeting and entitled to vote, though less than a quorum, or, if no Voting Member is present or represented by proxy, by any officer entitled to preside at or to act as Secretary of such meeting, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member.

Section 3.8 Action at Meetings

When a quorum is present at any meeting, the vote of a majority of the Voting Members (whether or not present in person or represented by proxy and entitled to vote on the question) shall decide any question brought before such meeting, unless the question is one upon which by express provision of law, the Certificate of Incorporation or these By-laws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

Section 3.9 Voting and Proxies

Unless otherwise provided in the Certificate of Incorporation, each Voting Member shall at every meeting of the Members be entitled to one vote. Each Voting Member entitled

to vote at a meeting of Members, or to express consent or dissent to corporate action in writing without a meeting, may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period.

Section 3.10 Action Without Meeting

Any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without prior notice and without a vote, if a consent in writing setting forth the action so taken shall be signed by not less than the minimum number of Voting Members that would be necessary to authorize or take such action at a meeting at which all Voting Members entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those Voting Members who have not consented in writing.

Section 3.11 Nomination and Election Procedures

Any designated representative of a Voting Member shall be eligible for election as a Director. The Board of Directors shall establish reasonable nomination and election procedures for elected Directors given the nature, size, and operations of the Consortium, including a reasonable means of nominating a person for election as an elected Director, a reasonable opportunity for a nominee to communicate to the Voting Members the nominee's qualifications and the reasons for the nominee's candidacy, a reasonable opportunity for all nominees to solicit votes, and a reasonable opportunity for all Voting Members to choose among the nominees.

Section 3.12 Order of Business

The order of business at all meetings of Members shall be as determined by the presiding officer, but the order of business to be followed at any meeting at which a quorum is present may be changed by a vote of the Voting Members. Robert's Rules of Order shall be followed for all meetings of Members.

ARTICLE IV DIRECTORS

Section 4.1 Powers

The business and affairs of the Consortium shall be managed by its Board of Directors, which may exercise all powers of the Consortium and do all such lawful acts and things as are not by statute or by the Certificate of incorporation or by these By-Laws directed or required to be exercised or done by the Voting Members.

Section 4.2 Number of Directors

The total number of Directors shall be ten, constituting the combined total of the eight Directors appointed by the Sponsor Members and the two elected Directors elected by the Participating Members, together with any Ex-Officio Directors appointed pursuant to Section 4.8. The President of the Consortium shall serve as the Chairman of the Board of Directors.

Section 4.3 Election and Term of Office of Elected Directors

(a) Directors appointed by Sponsor Members shall be representatives of such Members and shall be elected for one-year terms at the time of the Annual Meeting.

(b) So long as the number of Participating Members in good standing is at least three, the Participating Members, voting together as a class, shall have the right to elect one Director. So long as the number of Participating Members in good standing is at least eleven, the Participating Members, voting together as a class, shall have the right to elect a total of two Directors (each Director referred to in this Section 4.3(b) a "Participating Director"). Each Participating Director shall have a term of one year, and thereafter, until the next annual meeting of the Members (regardless of any change in the number of Participating Members during such term), and the selection of nominees for such positions shall be performed under such nominating procedures as may be set by the Board of Directors from time to time.

(c) An elected Director shall hold office until the earliest to occur of (i) the expiration of the term for which such Director was elected and such Director's successor is elected and qualified, (ii) the Voting Member which designated such Director as its representative revokes such designation, (iii) the Voting Member which designated such Director as its representative ceases to be a Member in good standing, or (iv) the death, resignation or removal of the Director.

Section 4.4 Appointment and Term of Office of Appointed Directors

(a) The Directors appointed by the Founding Sponsor Members (the "Appointed Directors") shall be appointed annually coincident with the Annual Meeting.

(b) Each Appointed Director shall hold office until the earliest to occur of (i) the appointed by the related Founding Sponsor Member of another qualified person to the office, (ii) the expiration of the term for which such Director was appointed and such Director's successor is appointed and qualified, (iii) the loss by the Sponsor Member who appointed such Member of its status as a Sponsor Member in good standing, or (iv) the death, resignation or removal of the Director.

Section 4.5 Enlargement or Reduction

The number of Directors, the persons eligible to become directors, and the classes of Members eligible to elect Directors may be amended only by a vote of a majority of each class of Voting Members; provided, however, that the right to amend the right of any single Sponsor Member to appoint a Director may not be amended without the consent of such Sponsor Member.

Section 4.6 Resignation and Removal

Any Director may resign at any time upon written notice to the Consortium at its principal place of business or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any elected Director may be removed, with or without cause, by a majority of the Voting Members then entitled to vote at an election of Directors, unless otherwise specified by law or the Certificate of Incorporation. Only a Founding Sponsor Member may remove the Director appointed by it.

Section 4.7 Vacancies

(a) A vacancy in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any Director or if the authorized number of Directors is increased.

(b) Vacancies on the Board of Directors caused by the death, resignation or removal of any Appointed Director shall be filled by the appropriate Sponsor Member within thirty (30) days following creation of the vacancy. Vacancies on the Board of Directors caused by the death, resignation or removal of any elected Director, or by an increase in the number of authorized elected Directors then in office, whether or not less than a quorum, or by a sole remaining elected Director. The term of a Director so appointed or elected shall be the unexpired portion of the term of the Director, if any, whom the Director so appointed or elected is replacing, or until the next general election of Directors, in the case of an expansion of the Board. Any Director elected to fill a vacancy on the Board of Directors shall be a designated representative of any Voting Member who meets the qualifications of Section 2.2.

(c) The Voting Members may elect a Director or Directors at any time to fill any vacancy or vacancies not filled by the Directors. The qualifications of Directors elected pursuant to this Section 4.7(c) shall be the same as those described in Section 4.7(b), above.

(d) In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law or these By-laws, may exercise the power of the full Board until the vacancy is filled.

Section 4.8 Ex-Officio Directors

In addition to the Directors provided for in Section 4.1, the Board of Directors may elect such Ex-Officio Directors as it may find appropriate. Ex-Officio Directors shall be entitled to attend all meetings of the Board of Directors or of committees to which they may be appointed by the Board of Directors. However, Ex-Officio Directors shall serve in an advisory capacity only and shall not be eligible to act as chairmen of committees of the Board of Directors, nor shall they be entitled to vote at meetings of the Board of Directors or of any committee thereof.

The Board of Directors shall elect Ex-Officio Directors by a unanimous vote of the Directors. Ex-Officio Directors shall serve for a term of one (1) year, unless they resign or are sooner removed, and may be re-elected for additional one-year terms. An Ex-Officio Director shall be subject to removal in the same manner and upon the same conditions as other members of the Board of Directors.

Section 4.9 Place of Meetings

The Board of Directors may hold meetings, both regular and special, either within or without the State of Delaware.

Section 4.10 Regular Meetings

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board; provided that any Director who is absent when such a determination is made shall be given prompt notice of such determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of Members.

Section 4.11 Special Meetings

Special meetings of the Board may be called by the President, Secretary, or on the written request of two or more Directors, or by one Director in the event that there is only one Director In office. Three business days' notice to each Director, either personally or by telegram, cable, telecopy, commercial delivery service, telex or similar means sent to his or her business or home address, or five business days' notice by written notice deposited in the mail, shall be given to each Director by the Secretary or by the officer or one of the Directors calling the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

Section 4.12 Quorum, Action at Meeting, Adjournments

At all meetings of the Board a majority of the entire board then in office shall constitute a quorum for the transaction of business, and the act of at least a majority of the entire board shall be the act of the Board of Directors, except as may be otherwise specifically provided by law or by the Certificate of Incorporation. For purposes of this section the term "entire board" shall mean the number of directors last fixed by the Voting Members or Directors, as the case may be, in accordance with law and these By-Laws; provided, however, that if less than all the number so fixed of Directors were elected, the "entire board" shall mean the greatest number of Directors so elected to hold office at any one time pursuant to such authorization. If a quorum shall not be present at any meeting of the Board of Directors, a majority of the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 4.13 Action by Consent

Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 4.14 Telephonic Meetings

Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, members of the Board of Directors or of any committee thereof may participate in a meeting of the Board of Directors or of any committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 4.15 Inspection Rights

Every Director shall have the absolute right at any time to inspect, copy and make extracts of, in person or by agent or attorney, all books, records and documents of every kind and to inspect the physical properties of the Consortium.

Section 4.16 Fees and Compensation

Directors shall not receive any stated salary for their services as Directors, but, by resolution of the Board of Directors, a fixed fee may be allowed for attendance at each meeting. Directors may be reimbursed in such amounts as may be determined from time

to time by the Board of Directors for expenses incurred while acting on behalf of the Consortium and/or expenses incurred in attending meetings of the Board of Directors. Nothing herein contained shall be construed to preclude any director from serving the Consortium in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation therefore. The Directors may also allow compensation for members of committees for service on such committees.

Section 4.17 Meeting Agendas

The President or Secretary shall send an agenda to each Director for anticipated receipt no later than two days prior to the date of each regular and special meeting of the Board of Directors; provided, however, that the failure of any officer to deliver such notice shall not constitute a failure to give adequate notice as provided for by law or these By-Laws as to any such meeting.

ARTICLE V

EXECUTIVE COMMITTEE AND OTHER COMMITTEES

Section 5.1 Executive Committee

The Board of Directors may, by resolution adopted by majority of the Directors then in office (provided a quorum is present), create an Executive Committee consisting of two or more directors including the President). The Board of Directors may designate one or more Directors as alternate members of such committee, who may replace any absent member at any meeting of such committee. The Executive Committee, subject to any limitations imposed by the Certificate of Incorporation, by these By-Laws, by statute, and/or by the Board of Directors, shall have and may exercise all of the powers of the Board of Directors which are delegated to the Executive Committee from time to time by the Board of Directors, provided, however, that the Executive Committee shall have no authority with respect to:

- (a) The approval of any action which also requires approval of the Voting Members.
- (b) The filling of vacancies on the Board of Directors.
- (c) The fixing of compensation of the Directors of serving on the Board of Directors or on any committee.
- (d) The amendment or repeal of the By-Laws or the adoption of new By-Laws.
- (e) The amendment or repeal of any resolution of the Board of Directors which by its express terms is not so amendable or repealable.
- (f) Amending the Certificate of Incorporation.
- (g) Adopting an agreement of merger or consolidation.
- (h) Recommending to the Members the sale, lease or exchange of all or substantially all of the Consortium's property and assets.
- (i) Recommending to the Members a dissolution of the Consortium or a revocation of a dissolution.

Section 5.1 Other Committees of the Board of Directors

The Board of Directors may, by resolution adopted by a majority of the Directors then in office (provided a quorum is present), create such other committees, each consisting of two (2) or more Directors appointed by the Board, as it may from time to time

deem advisable to perform such general or special duties as may from time to time be delegated to any such committee by the Board of Directors, subject to the limitations imposed by the Certificate of Incorporation or by these By-Laws. No such committee shall have the power or authority to take any action prohibited by Section 5.1 above to be taken by the Executive Committee. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors. Each committee shall keep regular minutes of its meetings and make such reports to the Board of Directors as the Board of Directors may request.

Section 5.3 Meetings of Committees of the Board of Directors

Except as otherwise provided in these By-Laws or by resolution of the Board of Directors, each committee of the Board of Directors may adopt its own rules governing the time and place of holding and the method of calling its meetings and the conduct of its proceedings and shall meet as provided by such rules, but unless otherwise provided by resolution of the Board of Directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these By-Laws for the conduct of the business of the Board of Directors.

Section 5.4 Term of Office of Members of Committees of the Board of Directors

Each member of a committee of the Board of Directors shall serve at the pleasure of the Board of Directors.

Section 5.5 Committee Memberships

(a) From time to time, the Board of Directors may establish committees and sub-committees whose members need not be Directors.

(b) Each Sponsor Member shall appoint one member of any committee. The Board of Directors shall receive nominations from the Membership and shall appoint the remainder of the committee members. Each committee shall have not fewer than five members, its maximum size being set by vote of the Board of Directors.

Section 5.6 Term of Office of Committee Members

Each member of a committee shall serve at the pleasure of the Board of Directors; however, the term of office of any committee member shall automatically expire if the Membership of the Member affiliated with or employing such committee member is not maintained in good standing.

Section 5.7 Function of Committees

Each committee shall be responsible for such matters as may be delegated to it by the Board of Directors from time to time. My proposals produced by a committee at the request of the Board of Directors shall be subject to comments by all Members in a reasonable manner provided by the committee prior to the final vote by the committee whether to recommend such proposal.

Section 5.8 Reaourse to Vote of the Committees

By written petition of ten percent (10%) of the Voting Members, any matter voted by a committee may be brought before the Board of Directors for approval or disapproval.

ARTICLE VI OFFICERS

Section 6.1 Officers

The officers of the Consortium shall be a President, a Treasurer and a Secretary. The Consortium may also have, at the discretion of the Board of Directors, one or more Vice Presidents, one or more Assistant Secretaries and/or Assistant Treasurers, and such other officers with such titles, terms of office and duties as may be elected in accordance with the provisions of Section 6.3. One person may hold two or more offices unless the Certificate of Incorporation otherwise provides.

Section 6.2 Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these By-Laws for regular elections to such office.

Section 6.3 Election

The Board of Directors at its first meeting after each annual meeting of Members shall choose a President, a Secretary and a Treasurer. Other officers may be elected by the Board of Directors at such meeting, at any other meeting, or by written consent.

Section 6.4 Tenure

Each officer of the Consortium shall be elected annually to serve at the pleasure of the Board of Directors, or until his or her earlier death, resignation or removal. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of a majority of the Board of Directors or a committee duly authorized to do so. Any vacancy occurring in any office of the Consortium may be filled by the Board of Directors, at its discretion. Any officer may resign by delivering his or her written resignation to the Consortium at its principal place of business or to the President or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6.5 President

The President shall, subject to monitoring of or assignment by the Board of Directors:

- (a) Shall (i) act as the Chief Executive and Chief Operating Officer of the Consortium, (ii) have general supervision, direction and control of the business and officers of the

Consortium, and (iii) have such other powers and duties as may be prescribed by the Board of Directors or by these By-Laws.

(b) Direct and administer the affairs of the Consortium, including setting compensation (other than his or her own), and the hiring and discharge of office employees.

(c) Have complete charge of the records of the Consortium (other than corporate records maintained by the Secretary).

(d) Initiate and promote programs which serve and advance the purpose and objective of the Consortium.

(e) Coordinate, assist and monitor all committees and their program.

(f) Direct all Consortium functions such as trade shows and special affairs.

(g) Submit an annual budget, together with supporting documentation.

(h) Create, and update when necessary, employee job descriptions and hold individual annual reviews with each employee.

(i) Attend meetings of the Board of Directors (including if the President is not a Director) and any Executive Committee (except that, if the President is a Director, he or she shall not have voting rights as to matters relating to his or her compensation or the terms of any agreement with the Consortium pursuant to which he or she is retained to render services).

(j) Perform such other duties assigned by the Board of Directors and/or any Executive Committee; however, such assignments shall at all times be consistent with the purpose and objectives of the Consortium as set forth in these By-Laws.

In addition, the President shall, unless the Board of Directors provides otherwise in a specific instance or generally, preside at all meetings of the Members and the Board of Directors, and see that all orders and resolutions of the Board of Directors are carried into effect. The President shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Consortium, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Consortium.

Section 6.6 Vice-Presidents

In the absence of the President or in the event of his or her inability or refusal to act, a Vice-President, or if there be more than one Vice-President, the Vice-Presidents in the order designated by the Board of Directors or the President (or in the absence of any designation, then in the order determined by their tenure in office) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-Presidents shall perform such other duties and have such other powers as the Board of Directors or the President may from time to time prescribe.

Section 6.7 Secretary

The Secretary shall have such powers and perform such duties as are incident to the office of Secretary, and shall:

- (a) Prepare and maintain lists of Members and their addresses as required.
- (b) Attend all meetings of the Board of Directors and all meetings of the Members and record all the proceedings of the meetings of the Consortium and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required.
- (d) Give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties *as* may be from time to time prescribed by the Board of Directors or President, and shall be under their supervision.
- (e) Have custody of the corporate seal of the Consortium and the Secretary, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by signature of the Secretary or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the Consortium and to attest the affixing by such officer's signature.

Section 6.8 Assistant Secretaries

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors, the President or the Secretary (or if there be no such determination, then in the order determined by their tenure in office), shall, in the absence of the Secretary or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors, the President or the Secretary may

from time to time prescribe. In the absence of the Secretary or any Assistant Secretary at any meeting of Members or Directors, the person presiding at the meeting shall designate a temporary or acting Secretary to keep a record of the meeting.

Section 6.9 Treasurer

The Treasurer shall perform such duties and shall have such powers as may be assigned to him by the Board of Directors or the President. In Addition, the Treasurer shall perform such duties and have such powers as are Incident to the office of Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Consortium in such depositories as may be designated by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, when the President or Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the Consortium.

Section 6.10 Assistant Treasurers

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors, the President or the Treasurer (or if there be no such determination, then in the order determined by their tenure in office), shall, in the absence of the Treasurer or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors, the President or the Treasurer may from time to time prescribe.

Section 6.11 Bond

If required by the Board of Directors, any officer shall give the Consortium a bond in such sum and with such surety or sureties and upon such terms and conditions as shall be satisfactory to the Board of Directors, including without limitation a bond for the faithful performance of the duties of his or her office and for the restoration to the Consortium of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control and belonging to the Consortium.

Section 6.12 Compensation

The compensation, if any, of the officers shall be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such compensation by reason of the fact that the officer is also a director of the Consortium. The President, if a member of the Board of Directors, shall not vote on matters relating to his or her compensation or duration in office.

ARTICLE VII NOTICES

Section 7.1 Delivery

Whenever, under the provisions of law, or of the Certificate of Incorporation or these By-Laws, written notice is required to be given to any Director or Member, such notice may be given by mail, addressed to such Director or the designated representative of such Member, at its, his or her address as it appears on the records of the Consortium, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States Mail. Unless written notice by mail is required by law, written notice may also be given by telegram, cable, telecopy, commercial delivery service, telex or similar means, addressed to such Director or Member at his, her or its address as it appears on the records of the Consortium, in which case such notice shall be deemed to be given when delivered into the control of the persons charged with effecting such transmission, the transmission charge to be paid by the Consortium or the person sending such notice and not by the addressee. Oral notice or other in-hand delivery (in personal or by telephone) shall be deemed given at the time it is actually given.

Section 7.2 Waiver of Notice

Whenever any notice is required to be given under the provisions of law or of the Certificate of Incorporation or of these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII INDEMNIFICATION

Section 8.1 Actions Other Than by or In the Right of the Consortium

The Consortium shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Consortium) by reason of the fact that he or she is or was a Director, Ex-Officio Member of the Board, officer, employee or agent of the Consortium, or is or was serving at the request of the Consortium as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Consortium, and, with respect to any criminal action or proceedings, had no reasonable cause to believe this conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Consortium, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 8.2 Actions by or In the Right of the Consortium

The Consortium shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Consortium to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Ex-Officio Member of the Board, officer, employee or agent of the Consortium, or is or was serving at the request of the Consortium as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Consortium and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

Section 8.3 Success on the Merits

To the extent that any person described in Section 8.1 or 8.2 of this Article VIII has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in said Sections, or in defense of *any* claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 8.4 Specific Authorization

Any indemnification under Section 8.1 or 8.2 of this Article VIII (unless ordered by a court) shall be made by the Consortium only *as* authorized in the specific case upon a determination that indemnification of any person described in said Sections is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Sections. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceedings, or (2) by the Members of the Consortium.

Section 8.5 Advance Payment

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Consortium in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of any person described in said Section to repay such amount if it shall ultimately be determined that he or she is not entitled to indemnification by the Consortium as authorized in this Article VIII.

Section 8.6 Non-Exclusivity

The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article VIII shall not be deemed exclusive of any other rights to which those provided indemnification or advancement of expenses may be entitled under any By-law, agreement, vote of Voting Members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office.

Section 8.7 Insurance

The Board of Directors may authorize, by a vote of the majority of the full Board, the Consortium to purchase and maintain insurance on behalf of any person who is or was a Director, Ex-Officio Member of the Board, officer, employee or agent of the Consortium₁ or is or was serving at the request of the Consortium as a Director, Ex-Officio Member of the Board, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by

him in any such capacity, or arising out of his or her status as such, whether or not the Consortium would have the power to indemnify him against such liability under the provisions of this Article VIII.

Section 8.8 Continuation of Indemnification and Advancement of Expenses

The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VIII shall continue as to a person who has ceased to be a Director, Ex-Officio Member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 8.9 Severability

If any word, clause or provision of this Article VIII or any award made hereunder shall for any reason be determined to be invalid, the provisions hereof shall not otherwise be affected thereby but shall remain in full force and effect.

Section 8.10 Intent of Article

The intent of this Article VIII is to provide for indemnification and advancement of expenses to the fullest extent permitted by Section 145 of the General Corporation Law of Delaware. To the extent that such Section or any successor section may be amended or supplemented from time to time, this Article VIII shall be amended automatically and construed so as to permit indemnification and advancement of expenses to the fullest extent from time to time permitted by law.

ARTICLE IX BOOKS AND RECORDS

Section 9.1 Books and Records

The Consortium shall keep adequate and correct books and records of account, minutes of the proceedings of the Members, the Board of Directors and committees of the Board of Directors₁ and a record of the Members giving their names and addresses and the class of Membership held by each.

Section 9.2 Form of Records

Minutes shall be kept in written form. Other books and records shall be kept either in written form or in any other form capable of being converted into written form.

Section 9.3 Reports to Directors, Members and Others

The Board of Directors shall cause such reports to be prepared filed and/or distributed as may be required.

Section 9.4 Record Date

In order that the Consortium may determine the Members entitled to notice of or Voting Members entitled to vote at any meeting of Members or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any distribution, if any, permitted by law and the Consortium's then current federal and state tax status, or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty days prior to any other action to which such record date relates. A determination of Members of record entitled to notice of or Voting Members entitled to vote at a meeting of Members shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If no record date is fixed, the record date for determining Members entitled to notice or Voting Members entitled to vote at a meeting of Members shall be at the close of business on the day before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. The record date for determining Members entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed. The record date for determining Members for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating to such purpose.

Section 9.5 Registered Members

The Consortium shall be entitled to recognize the exclusive right of a person registered on its books as the representative of a Member to receive distributions, if any, and to vote (if the representative of a Voting Member) on behalf of a Member, and to hold liable each Member registered on its books as such for all fees, penalties and assessments from time to time payable by such Member. The Consortium shall not be bound to recognize any equitable or other claim to or interest in Membership on the part of any other entity, whether or not it shall have express or other notice thereof except as otherwise provided by the laws of Delaware.

ARTICLE X CERTAIN TRANSACTIONS

Section 10.1 Transactions with Interested Parties

No contract or transaction between the Consortium and one or more of its Directors or officers or between the Consortium and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of committee thereof which authorizes the contract or transaction or solely because his or her or their votes are counted for such purpose, if:

- (a) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to me Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by me affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or
- (b) The material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to me Voting Members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote Of the Voting Members; or
- (c) The contract or transaction is fair as to the Consortium as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the Voting Members.

Section 10.2 Quorum

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

ARTICLE XI GRANTS, CONTRACTS, LOANS, ETC.

Section 11.1 Grants

The making of grants and contributions, and otherwise rendering financial assistance for the purposes of the Consortium, may be authorized by the Board of Directors. The Board of Directors may authorize any officer or officers, agent or agents, in the name of and on behalf of the Consortium to make any such grants, contributions or assistance.

Section 11.2 Execution of Contracts

The Board of Directors may authorize any officer, employee or agent, in the name and on behalf of the Consortium, to enter into any contract or execute and satisfy any instrument, and any such authority may be general or confined to specific instances, or otherwise limited. In the absence of any action by the Board of Directors to the contrary, the President shall be authorized to execute such contracts and instruments on behalf of the Consortium.

Section 11.3 Loans

The President or any other officer, employee or agent authorized by the Board of Directors may effect loans and advances at any time for the Consortium from any bank, trust company or other institutions or from any firm, association or individual. and for such loans and advances may make, execute and deliver promissory notes, bonds or other certificates or evidences of indebtedness of the Consortium, and when authorized by the Board of Directors so to do, may pledge and hypothecate or transfer assets of the Consortium as security for any such loans or advances. Such authority conferred by the Board of Directors may be general or confined to specific instances or otherwise limited.

Section 11.4 Checks, Drafts, Etc.

All checks, drafts and other orders for the payment of money out of the funds of the Consortium, and all notes or other evidences of indebtedness of the Consortium, shall be signed on behalf of the Consortium in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 11.5 Deposits

The funds of the Consortium not otherwise employed shall be deposited from time to time to the order of the Consortium in such banks, trust companies, or other depositories as the Board of Directors may select or as may be selected by an officer, employee or

agent of the Consortium to whom such power may from time to time be delegated by the Board of Directors.

ARTICLE XII GENERAL PROVISIONS

Section 12.1 Fiscal Year

The fiscal year of the Consortium shall be determined, and may be changed, by resolution of the Board of Directors.

Section 12.2 Reserves

The Directors may set apart out of any funds of the Consortium a reserve or reserves for any proper purpose and may abolish any such reserve.

Section 12.3 Seal

The Board of Directors may, by resolution, adopt a corporate seal. The corporate seal shall have inscribed thereon the name of the Consortium, the year of its organization and the word "Delaware." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise. The seal may be altered from time to time by the Board of Directors.

ARTICLE XIII ANTITRUST COMPLIANCE

The Consortium will conduct all of its activities in conformance with the federal, state and international antitrust laws, including the Sherman Act, the Clayton Act and the Robinson-Patman Act.

ARTICLE XIV AMENDMENTS

These By-Laws may be altered, amended or repealed or new By-laws may be adopted by the Voting Members or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate of Incorporation, at any annual meeting of the Voting Members or regular meeting of the Board of Directors or at any special meeting of the Voting Members or of the Board of Directors; provided, however, that in the case of a regular or special meeting of Voting Members, notice of such alteration, amendment, repeal or adoption of new By-Laws be contained in the notice of such meeting.

Register of Amendments to the By-Laws

Date: 4/14/89
Section affected: 2.2
Change: Remove the amount of the initiation fee from the By-Laws

Date: 4/14/89
Section affected: 2.7
Change: Add individuals

Date: 4/10/90
Sections affected: 2.4 and 2.6
Change: Add limits of acquirer and acquired members

EXHIBIT A INITIAL SPONSOR MEMBERS

Exhibit A-1

Colorado Data System, Inc.
Hewlett-Packard Company
Racal Dana Instruments, Inc.
Tektronix, Inc.
Wavetek, Inc.

Exhibit A-2

A.S. Bruel & Kjaer
GenRad, Inc.
John Fluke Manufacturing Co., Inc.
Keithley Instruments, Inc.
National Instruments Corp.