

**SECOND AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
MOTIVATIONAL INTERVIEWING NETWORK OF TRAINERS INCORPORATED**

1. **Name.** The name of the Corporation is “**Motivational Interviewing Network Of Trainers Incorporated.**”
2. **Purpose.** The Corporation is organized exclusively for charitable, educational and scientific purposes, in order to promote proficiency in the use of motivational interviewing, as set forth in greater detail in the Bylaws.
3. **Restrictions on Activities and Powers.**
  - (A) The Corporation will not be operated for profit. It may engage only in activities that may be carried on by an organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (the “**Code**”) and by a corporation to which contributions are deductible under Sections 170(c), 2055 and 2522 of the Code. To the extent consistent with Section 501(c)(3) of the Code, the Corporation may exercise any and all powers conferred upon nonstock corporations by Sections 13.1-826 and -827 of the Virginia Nonstock Corporation Act (the “**Act**”).
  - (B) No substantial part of the activities of the Corporation will be the carrying on of propaganda, or otherwise attempting, to influence legislation (except as otherwise permitted by Section 501(h) of the Code), and the Corporation will not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.
  - (C) No part of the net earnings, properties, or assets of the Corporation will inure to the benefit of any director, officer or member of the Corporation or any person having a personal or private interest in the activities of the Corporation, on dissolution or otherwise, except that the Corporation may pay reasonable compensation for services rendered and may make payments or distributions in furtherance of the purposes set forth in Section 2.
4. **Members.**
  - (A) The Corporation will have one class of members. Members will have the voting rights provided in the Act, these Second Amended and Restated Articles of Incorporation, as they may be further amended (these “**Articles**”), and the Bylaws.
  - (B) Any action permitted to be taken by the members may be taken without a meeting, and without prior notice, if the action is taken by members who would be entitled to vote at a meeting of members having voting power to cast not fewer than the minimum number of votes that would be necessary to authorize or take the action at a meeting in which all members entitled to vote were present and

voted. Written consents of such members will be filed with the minutes of the proceedings of the members. The action by written consent will have the same force and effect as the affirmative vote of the members.

**5. Directors.**

- (A) The Corporation will be governed by a Board of Directors (the “**Board**”). The members of the Board will be elected by the members. The number of members constituting the full Board will be odd, and will consist of no less than five and no more than nine members.
- (B) The members of the Board will be divided into three classes with staggered terms of three years for each class, denominated as Class I, Class II and Class III, as set forth in the Bylaws.
- (C)
  - (i) In any election of directors by members (regardless of whether Class I, Class II or Class III is being elected), if, immediately following the election, there would be no director on the Board who satisfies the following qualifications: (a) the first language of the director is a language other than English; and (b) the director resides in a country (or, in the discretion of the Board, a state, province or other region) where a language other than English is the primary language, then one of the seats in the election (the “**Non-Anglophone Seat**”) will be reserved exclusively for a candidate who satisfies these qualifications. For purposes of determining whether one of the seats in any election will be a Non-Anglophone Seat, any director who is serving on the Board because he or she fills the Country of Organization Seat (as defined in Section 5(C)(ii)) (and any candidate for director in the current election who has declared his or her candidacy for the Country of Organization Seat) will be disregarded, even if he or she otherwise satisfies the qualifications to fill the Non-Anglophone Seat. If there is more than one candidate for the Non-Anglophone Seat in any election, then the candidate for the Non-Anglophone Seat receiving the highest number of votes cast by the members entitled to vote will fill the Non-Anglophone Seat. If there are no candidates for the Non-Anglophone Seat in any election, then the seat will remain vacant until it is filled, and may be filled, either by the Board or the members, exclusively by an individual who satisfies the qualifications for the Non-Anglophone Seat.
  - (ii) In any election of directors by members (regardless of whether Class I, Class II or Class III is being elected), if, immediately following the election, there would be no director on the Board who satisfies the following qualifications: (a) the director resides in the country in which the Corporation is organized; and (b) the director expects to continue to reside in the country in which the Corporation is organized for at least three years, then one of the seats in the election (the “**Country of**

**Organization Seat**”) will be reserved exclusively for a candidate who satisfies these qualifications. For purposes of determining whether one of the seats in an election will be a Country of Organization Seat, any director who is serving on the Board because he or she fills the Non-Anglophone Seat (and any candidate for director in the current election who has declared his or her candidacy for the Non-Anglophone Seat) will be disregarded, even if he or she otherwise satisfies the qualifications to fill the Country of Organization Seat. If there is more than one candidate for the Country of Organization Seat in any election, then the candidate for the Country of Organization Seat receiving the highest number of votes cast by the members entitled to vote will fill the Country of Organization Seat. If there are no candidates for the Country of Organization Seat in any election, then the seat will remain vacant until it is filled, and may be filled, either by the Board or the members, exclusively by an individual who satisfies the qualifications for the Country of Organization Seat.

- (iii) Positions in an election of directors that do not consist of the Non-Anglophone Seat or the Country of Organization Seat will be filled by plurality of the votes cast by the members entitled to vote. For these purposes, votes received by candidates who win an election for the Non-Anglophone Seat or the Country of Organization Seat will be disregarded. Votes received by candidates who declared their candidacy for the Non-Anglophone Seat or the Country of Organization Seat, but who did not win the election to fill the seat, will be counted and such candidates will be considered for any remaining positions on the Board as though they had not declared their candidacy for a seat. (For example, there are two open positions on the Board in an election. One of these positions is the Non-Anglophone Seat, and the other is neither the Non-Anglophone Seat nor the Country of Organization Seat. There are three candidates in the election, two of whom have declared their candidacy for the Non-Anglophone Seat. The candidate who does not win the election for the Non-Anglophone Seat receives more votes than the candidate who did not declare candidacy for the Non-Anglophone Seat. The candidate who does not win the election for the Non-Anglophone Seat fills the remaining open position on the Board).
- (iv) A director elected by members to fill the Non-Anglophone Seat or the Country of Organization Seat will become a member of the class of directors elected concurrently with the director, unless the Board specifies that the director will become a member of another class.
- (v) A candidate may not simultaneously fill both the Non-Anglophone Seat and the Country of Organization Seat. There will be no more than one Non-Anglophone Seat and one Country of Organization Seat on the Board at a time.

- (vi) A candidate for the Non-Anglophone Seat or Country of Organization Seat must demonstrate to the satisfaction of the Board that the candidate satisfies the qualifications for the seat and must declare the candidate's intention to be a candidate for the seat. The Board, in its sole discretion, will determine whether a candidate for the Non-Anglophone Seat or the Country of Organization Seat satisfies the qualifications for the seat, and the determination of the Board will be final.
  - (vii) No action taken by the Board will be ineffective because the Board or members in any election inadvertently fail to reserve a seat on the Board as the Non-Anglophone Seat or the Country of Organization Seat, resulting in the election of a director who does not meet the qualifications to fill such seats.
- (D) Except for a vacancy created by the removal of a director by the members or by an increase in the number of directors, vacancies on the Board may be filled by vote of a majority of the directors then in office, whether or not the number of directors then in office is less than a quorum, or by vote of a sole remaining director. The term of any director elected by the Board to fill a vacancy will expire at the next members' meeting at which directors are elected. The term of any director elected by members to fill a vacancy will expire at next members' meeting at which directors of the class to which the director filling the vacancy belongs are elected.

6. **Dissolution.** Upon the dissolution of the Corporation and the winding up of its affairs, the assets of the Corporation will be distributed, as the Board may determine, to one or more entities organized and operated exclusively for charitable, educational and scientific purposes and described in Sections 170(c)(2) and 501(c)(3) of the Code, which may include regional chapters or other entities affiliated with the Corporation.

7. **Indemnification.**

(A) In this Section 7:

“**Applicant**” means the Person seeking indemnification pursuant to this Section 7.

“**Expenses**” includes counsel fees.

“**Liability**” means the obligation to pay a judgment, settlement, penalty, fine, including any excise tax assessed with respect to an employee benefit plan, or reasonable Expenses incurred with respect to a Proceeding.

“**Party**” includes an individual who was, is, or is threatened to be made a named defendant or respondent in a Proceeding.

“**Person**” means and includes an individual, corporation, partnership, estate, or trust.

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

- (B) In any Proceeding brought by or in the right of the Corporation, no director or officer of the Corporation will be liable to the Corporation for monetary damages with respect to any transaction, occurrence or course of conduct, whether prior to or after the effective date of this Section 7, except for liability resulting from such Person’s having engaged in willful misconduct or a knowing violation of the criminal law.
- (C) The Corporation must indemnify (i) any Person who was or is a Party to any Proceeding, by reason of the fact that he or she is or was a director or officer of the Corporation, or (ii) any director or officer who is or was serving at the request of the Corporation as a director, trustee, partner, member or officer of another corporation, partnership, joint venture, limited liability company, trust, employee benefit plan or other enterprise, against any liability incurred by him or her in connection with such Proceeding, unless he or she engaged in gross negligence, willful misconduct or a knowing violation of the criminal law. A Person is 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, him or her to the plan or to participants in or beneficiaries of the plan. The Board is empowered, by a majority vote of a quorum of disinterested directors, to enter into a contract to indemnify any director or officer in respect of any Proceedings arising from any act or omission, whether occurring before or after the execution of such contract.
- (D) The provisions of this Section 7 will be applicable to all Proceedings commenced after the adoption of these Articles arising from any act or omission, whether occurring before or after such adoption. No amendment or repeal of this Section 7 will have any effect on the rights provided under this Section 7 with respect to any act or omission occurring prior to such amendment or repeal. The Corporation promptly must take all such actions, and make all such determinations, as may be necessary or appropriate to comply with its obligation to make any indemnity under this Section 7 and promptly must pay or reimburse all reasonable Expenses, incurred by any such indemnified Person in connection with such actions and determinations or Proceedings of any kind arising therefrom.
- (E) The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, will not of itself create a presumption that the Applicant did not meet the standard of conduct described in Sections 7(B) or Section 7(C).

- (F) Any indemnification under Section 7(C) (unless ordered by a court) will be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Applicant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 7(C). The determination will be made as follows:
- (i) By the Board by a majority vote of a quorum consisting of directors not at the time parties to the Proceeding;
  - (ii) If a quorum cannot be obtained under Section 7(F)(i), then by majority vote of a committee duly designated by the Board (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the Proceeding; or
  - (iii) By special legal counsel:
    - (a) Selected by the Board or its committee in the manner prescribed in Sections 7(F)(i) or (7(F)(ii)); or
    - (b) If a quorum of the Board cannot be obtained under Section 7(F)(i) and a committee cannot be designated under Section 7(F)(ii), then selected by majority vote of the full Board, in which selection directors who are parties may participate.

Any evaluation as to reasonableness of Expenses will be made in the same manner as the determination that indemnification is appropriate, except that if the determination is made by special legal counsel, then such evaluation as to reasonableness of Expenses will be made by those entitled under Section 7(F)(iii) to select counsel.

Despite the foregoing, in the event there has been a change in the composition of a majority of the Board after the date of the alleged act or omission with respect to which indemnification is claimed, then any determination as to indemnification and advancement of Expenses with respect to any claim for indemnification made under this Section 7 will be made by special legal counsel agreed upon by the Board and the Applicant. If the Board and the Applicant are unable to agree upon special legal counsel, then the Board and the Applicant each will select a nominee, and the nominees will select the special legal counsel.

- (G) (i) The Corporation must pay for or reimburse the reasonable Expenses incurred by any Applicant who is a Party to a Proceeding in advance of final disposition of the Proceeding or the making of any determination under Section 7(F) if the Applicant furnishes the Corporation with the following:

- (a) A written statement of his or her good faith belief that he or she has met the standard of conduct described in Section 7(C); and
    - (b) A written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet such standard of conduct.
  - (ii) The undertaking required by Section 7(G)(i)(b) will be an unlimited general obligation of the Applicant, but need not be secured and may be accepted without reference to financial ability to make repayment.
  - (iii) Authorizations of payments under Section 7 will be made by the Persons specified in Section 7(F).
- (H) The Board is empowered, by majority vote of a quorum consisting of disinterested directors, to cause the Corporation to indemnify or contract to indemnify any Person not specified in Section 7(B) or Section 7(C) who was, is or may become a Party to any Proceeding, by reason of the fact that he or she is or was an employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, to the same extent as if such Person were specified as one to whom indemnification is granted in Section 7(C). The provisions of Sections 7(D) through Section 7(G) will be applicable to any indemnification later provided under this Section 7(H).
- (I) The Corporation may purchase and maintain insurance to indemnify it against the whole or any portion of the Liability assumed by it in accordance with this Section 7 and also may procure insurance, in such amounts as the Board may determine, on behalf of any Person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, against any Liability asserted against or incurred by him or her in any such capacity or arising from his or her status as such, whether or not the Corporation would have power to indemnify him or her against such Liability under the provisions of this Section 7.
- (J) Every reference in this Section 7 to directors, officers, employees or agents will include former directors, officers, employees and agents and their respective heirs, executors, and administrators. The indemnification provided by and provided later under the power conferred by this Section 7 on the Board will not be exclusive of any other rights to which any Person may be entitled, including any right under policies of insurance that may be purchased and maintained by the Corporation or others, with respect to claims, issues, or matters in relation to which the Corporation would not have the power to indemnify such Person under

the provisions of this Section 7. Such rights will not prevent or restrict the Corporation's power to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, under one or more indemnification agreements, Bylaws, or other arrangements (including, without limitation, creation of trust funds or security interests funded by letters of credit or other means) approved by the Board (whether or not any of the directors of the Corporation will be a Party to or beneficiary of any such agreements, Bylaws or arrangements); provided, however, that any provision of such agreements, Bylaws or other arrangements will not be effective if and to the extent that it is determined to be contrary to this Section 7 or applicable laws of the Commonwealth of Virginia.

- (K) Each provision of this Section 7 is severable, and an adverse determination as to any such provision will in no way affect the validity of any other provision.
- (L) In any Proceeding against an officer or director who receives compensation from the Corporation for serving as such, the damages assessed against the officer or director arising out of a single transaction, occurrence or course of conduct may not exceed the amount of compensation received by the officer or director from the Corporation during the 12-month period immediately preceding the act or omission for which Liability was imposed. An officer or director, who serves as such without compensation for rendering services, will not be liable for damages in any such Proceeding. The limitation on Liability provided in this Section 7(L) will not apply if: (i) the officer or director engaged in willful misconduct or a knowing violation of the criminal law; or (ii) Virginia law were to provide otherwise.
- (M) If at any time or times the Corporation is a private foundation within the meaning of Code Section 509, then during such time or times no payment will be made under this Section 7 if such payment would constitute an act of self-dealing (as defined in Section 4941(d)) of the Code.

- 8. **Amendment.** These Articles may be amended under the provisions of Section 13.1-886 of the Act by the affirmative vote of at least a majority of the votes cast by members in accordance with any of the voting procedures set forth in the Bylaws, except that no amendment may authorize the Corporation's directors to conduct the Corporation's affairs in any manner or for any purpose contrary to the provisions of Section 501(c) of the Code.

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