

**AMENDED AND RESTATED BYLAWS**  
**OF**  
**THEATER BREAKING THROUGH BARRIERS CORP.**  
(the “Corporation”)

Adopted by the Board on January 20, 2016

**Article I.**  
**ORGANIZATION**

1.1 Name. The name of the Corporation is Theater Breaking Through Barriers Corp. The Corporation may conduct business under such other names legally assumed and approved from time to time by the board of directors of the Corporation (the “Board”).

1.2 Corporate Status. The Corporation exists as a charitable Not-for-Profit Corporation under Section 201 of the Not-for-Profit Corporation Law of the State of New York (the “Corporation Law”).

**Article II.**  
**MEMBERS**

2.1 Members. The Corporation shall have no members.

**Article III.**  
**BOARD**

3.1 Powers. The Board of Directors (each, individually, a “Director” and collectively the “Directors”) shall have general power to control and manage the affairs and property of the Corporation subject to applicable law and in accordance with the purposes and limitations set forth in the Certificate of Incorporation and herein.

3.2 Number. The number of Directors constituting the entire Board shall be not less than three (3) and no more than fifteen (15). The number of Directors may be increased or decreased from time to time, by resolution of the Board, but such action by the Board shall require a vote of a majority of the entire Board and no decrease shall shorten the term of any incumbent Director. As used in these bylaws, the term “entire Board” shall consist of the number of directors that were elected as of the most recently held election of directors.

3.3 Election and Term of Office. The initial Directors shall be the persons named in the Certificate of Incorporation and shall serve until the first annual meeting of the Board at which they shall designate the Directors to serve thereafter, which, for the avoidance of doubt, can include the initial Directors. Each of said Directors shall hold office for a term of three (3) years and until such Director’s successor shall have been elected or qualified, or until such Director’s death, resignation or removal. Directors may be elected to any number of

consecutive terms. To become a Director, a person shall be nominated by a Director, be over eighteen (18) years of age, and be elected by a majority of the Board. No person shall be ineligible to be a Director by reason of age, sex or religion.

3.4 Resignation. Any Director may resign from office at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the Corporation or the Chairperson. The acceptance of a resignation by the Board shall not be necessary to make it effective, but no resignation shall discharge any accrued obligation or duty of a Director.

3.5 Removal. The Board may remove any Director for cause at any regular meeting or special meeting of the Board called for that purpose; provided that at least one week's notice of the proposed action shall have been given to the entire Board of Directors then in office. Examples of cause include, but are not limited to, failing to attend a majority of regular Board meetings and breaching one's duties of care, loyalty, and obedience to the Corporation.

3.6 Newly Created Directorships and Vacancies. Newly created Directorships and vacancies among the Directors for any reason may be filled by a majority vote of the Directors then in office. The Directors so elected shall serve until the next annual meeting at which the election of Directors is the regular order of business and his/her successor is elected or appointed or qualified. A vacancy in the Board shall be deemed to exist on the occurrence of any of the following:

- (a) the death, resignation or removal of any Director;
- (b) an increase in the authorized number of Directors by resolution of the Board; or
- (c) the failure of the Directors, at any annual or other meeting of Directors at which any one or more Directors are to be elected, to elect the full authorized number of Directors to be voted for at that meeting.

3.7 Meetings. Meetings of the Board may be held at any place as the Board may from time to time fix. The annual meeting of the Board shall be held in January of each year or at a date, time and place fixed by the Board at such time the Board shall receive the annual report described in Section 3.8. Other regular meetings of the Board shall be held no less than three times during the year at a time and place fixed by the Board. Special meetings of the Board shall be held whenever called by the Chairperson of the Board or any Directors upon written demand of not less than three Directors of the Board, in each case at such time and place as shall be fixed by the person or persons calling the meeting.

3.8 Annual Report. The Board shall direct the Chairperson and Treasurer to present at the annual meeting a report, verified by the Chairperson and Treasurer or by a majority of the Directors, or certified by an independent public or certified public accountant or a

firm of such accountants selected by the Board, to be filed with the records of the Corporation and entered in the minutes of the annual meeting of the Board, and showing in appropriate detail:

(a) The assets and liabilities of the Corporation as of the end of a twelve month fiscal period terminating no more than six months prior to the meeting;

(b) The principal changes in assets and liabilities during said fiscal period;

(c) The revenue or receipts of the Corporation, for both general and restricted purposes, during said fiscal period.

3.9 Notice of Meeting. Regular meetings may be held without notice of the time and place if such meetings are fixed by the Board. Notice of the time and place of the annual meeting, each regular meeting not fixed by the Board and each special meeting of the Board (which notice shall, in the case of each annual and special meeting, be accompanied by a written agenda setting forth all matters upon which action is proposed to be taken) shall be (i) delivered to each Director by e-mail at least five (5) days before the day on which the meeting is to be held; or (ii) mailed to each Director, postage prepaid, addressed to him or her at his or her residence or usual place of business (or at such other address as he or she may have designated in a written request filed with the Secretary at least seven (7) days before the day on which the meeting is to be held). To discuss matters requiring prompt action, notice of special meetings may be sent to each Director by e-mail, or telephone, or given personally, no less than forty-eight hours before the time at which such meeting is to be held, unless the meeting must be held within forty-eight hours. Notice of a meeting need not be given to any Director who submits a signed waiver of notice whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to him or her. Waivers of notice sent by email must be able to be reasonably determined to be sent by the board member. No notice need be given of any adjourned meeting.

3.10 Presence at Meeting by Telephone or Video Screen. Where any one or more Directors are unable to attend a meeting in person, any one or more members of the Board or any committee thereof may participate in a meeting of the Board or of such committee by means of a conference telephone, electronic video screen or similar equipment. Participation by such means shall constitute presence in person at the meeting provided that all persons participating in the meeting can hear each other at the same time and all Directors can participate in matters before the Board.

3.11 Quorum. Unless otherwise required by law, a majority of the entire Board shall constitute a quorum for the transaction of the business at any meeting of the Board.

3.12 Voting. Except as otherwise provided by law or these bylaws, at any meeting of the Board at which a quorum is present, the affirmative vote of a majority of the Directors present at the time of the vote shall be the act of the Board. If at any meeting of the Board there shall be less than a quorum present, the Directors present may adjourn the meeting until a quorum is obtained. Any one or more Directors of the Board or any committee thereof may participate in a meeting of the Board or committee by means of telephone, video conference

or similar communications equipment provided that all persons participating in the meeting can hear each other at the same time and can participate in all matters before the board. Participation by such means shall constitute presence in person at a meeting. The following acts of the Board require the affirmative vote of at least two-thirds of the entire Board:

- (a) the purchase, sale, mortgage or lease of real property of the Corporation if the property constitutes all or substantially all of the assets of the Corporation;
- (b) the sale, lease, exchange or other disposition of all or substantially all of the assets of the Corporation; or
- (c) an amendment to these Bylaws or Certificate of Incorporation of the Corporation that would increase the quorum requirement or vote requirement to greater than a majority of the Board present at the time of vote.

3.13 Action by Written Consent. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all Directors of the Board or the committee consent in writing to the adoption of a resolution authorizing the action. Such consent may be written or electronic. If the consent is written, it must be signed by the director. If the consent is electronic it must be able to be reasonably determined to be sent by the board member. The resolution and the written consents thereto by the Directors of the Board or committee shall be filed with the minutes of the proceedings of the Board or committee.

3.14 Compensation. No compensation of any kind shall be paid to any Director for the performance of his or her duties as a Director. Nevertheless, subject to compliance with Article XII below (Conflicts of Interest Policy), provided that there is full disclosure of the terms of such compensation and the arrangement has been determined to be fair and reasonable and approved by the Independent Directors of the Board, this shall not in any way limit compensation being paid by the Corporation to a Director in their capacity as an employee of the Corporation.

#### **Article IV.** **OFFICERS, EMPLOYEES, AGENTS**

4.1 Officers. The officers of the Corporation shall be a Chairperson, a Secretary and a Treasurer and such other Officers as the Board may from time to time appoint. Any two or more offices may be held by the same person, except that no one person may hold the offices of Chairperson and Secretary. The Chairperson shall be a Director of the Board and shall not be an employee of the Corporation. The other Officers may, but need not be, Directors of the Board. No instrument required to be signed by more than one Officer may be signed by one person in more than one capacity.

4.2 Election and Term of Office. The Officers of the Corporation shall be elected for a three year term at the annual meeting of the Board, and each shall continue in office

until his or her successor shall have been elected and qualified, or until his or her death, resignation or removal. Officers may be elected to any number of consecutive terms.

4.3 Employees and Other Agents. The Board may from time to time appoint such employees and other agents as it shall deem necessary, each of whom shall hold office at the pleasure of the Board, and shall have such authority and perform such duties and shall receive such reasonable compensation, if any, as the Board may from time to time determine. To the fullest extent allowed by law, the Board may delegate to any employee or agent any powers possessed by the Board and may prescribe their respective title, terms of office, authorities and duties.

4.4 Vacancies. Any vacancy occurring in one of the offices may be filled at any ensuing meeting of the Board by a majority vote of the entire Board. The successor appointed to fill a vacancy shall serve until the next annual meeting.

4.5 Resignation and Removal. An officer may resign by written notice to the Chairperson of the Board. Any officer shall be subject to removal at any time, with or without stated cause, by vote of a majority of the entire Board.

4.6 Chairperson. The Chairperson (Chief Executive Officer) shall manage the affairs of the Corporation. He or she has the power to sign and execute alone in the name of the Corporation all contracts authorized either generally or specifically by the Board, unless the Board shall specifically require an additional signature. The Chairperson (Chief Executive Officer) shall have such powers and duties as may be assigned to him or her by the Board.

4.7 Treasurer. The Treasurer (Chief Financial Officer) shall keep or cause to be kept full and accurate accounts of receipts and disbursements of the Corporation, and shall deposit or cause to be deposited all moneys, evidences of indebtedness and other valuable documents of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board may designate. At the annual meeting, he or she shall render a report of the Corporation's accounts showing in appropriate detail: (a) the assets and liabilities of the Corporation as of a twelve-month fiscal period terminating not more than six months prior to the meeting; (b) the principal changes in assets and liabilities during that fiscal period; (c) the revenues or receipts of the Corporation, both unrestricted and restricted to particular purposes during said fiscal period; and (d) the expenses or disbursements of the Corporation, for both general and restricted purposes during said fiscal period. Such report shall be filed with the minutes of the annual meeting of the Board. The report to the Board may consist of a verified or certified copy of any report by the Corporation to the Internal Revenue Service or the Attorney General of the State of New York which includes the information specified above. The Treasurer (Chief Financial Officer) shall, at all reasonable times, exhibit the Corporation's books and accounts to any Officer or Director of the Corporation, and whenever required by the Board, render a statement of the Corporation's accounts and perform all duties incident to the position of Treasurer (Chief Financial Officer), subject to the control of the Board.

4.8 Secretary. The Secretary shall keep the minutes of the annual meeting and all meetings of the Board in books provided for that purpose. He or she shall be responsible for the giving and serving of all notices of the Corporation, receiving the annual disclosure

statements required by Article XII and shall perform all the duties customarily incidental to the office of the Secretary, subject to the control of the Board, and shall perform such other duties as shall from time to time be assigned by the Board.

4.9 Compensation. Any Officer who is not a Director but is an employee or agent of the Corporation is authorized to receive a reasonable salary or other reasonable compensation, including a reasonable discretionary bonus if so determined by the Board, for services rendered to the Corporation as an employee or agent when authorized by a majority of the entire Board, and only when so authorized.

4.10 Sureties and Bonds. In case the Board shall so require, any Officer or agent of the Corporation shall execute for the Corporation a bond in such sum and with such surety or sureties as the Board may direct, conditioned upon the faithful performance of his or her duties to the Corporation and including responsibility for negligence and for the accounting for all property or funds of the Corporation that may come into his or her hands.

## **Article V.** **COMMITTEES**

A standing committee is one that will have responsibilities on an ongoing basis. At such time as the Corporation has \$1 million or more in annual or anticipated annual revenue, it shall form an Audit Committee in accordance with (c) below.

- (a) Executive Committee. An Executive Committee, which shall consist of at least three Directors, one of whom shall be the Chairperson of the Board, who shall also serve as chair of the Executive Committee. The other members of the Executive Committee shall be appointed by the Chair, subject to the approval of the Board. The Executive Committee shall have all the authority of the Board except as to the following matters:
  - (i) the filling of vacancies on the Board or on any committee;
  - (ii) the amendment or repeal of the bylaws or the adoption of new bylaws;
  - (iii) the amendment or repeal of any resolution of the Board which by its terms shall not be so amendable or repeatable; and
  - (iv) the fixing of compensation of the Directors for serving on the Board or any committee.
  
- (b) Finance Committee. A Finance Committee which shall consist of at least three (3) Directors, one of whom shall be the Treasurer (Chief Financial Officer). The Treasurer (Chief Financial Officer) shall not serve as chairperson of such committee. The other members of the Finance shall be appointed by the Chair of the Board, subject to the approval of the Board. The Finance Committee shall advise the Treasurer (Chief Financial Officer) and the Board in regard to the investments and general fiscal policy of the Corporation.

- (c) Audit Committee. The Audit Committee shall be comprised at least three (3) directors each of whom is an Independent Director as defined in Article XII, Section 2(e). The members of the Audit Committee shall be appointed by the Chairperson of the Board, subject to the approval of the Board. The Committee will annually review or retain the independent auditor and upon the completion of the audit review the results of the audit and any related management letter with the independent auditor.

The Committee shall:

- (i) review with the independent auditor the scope and planning of the audit prior to the audit's commencement;
  - (ii) upon completion of the audit, review and discuss with the independent auditor:
    - any material risks and weaknesses in internal controls identified by the auditor;
    - any restrictions placed on the scope of the auditor's activities or access to requested information;
    - any significant disagreements between the auditor and management; and
    - the adequacy of the corporation's accounting and financial reporting processes.
  - (iii) annually consider the performance and independence of the auditor; and
  - (iv) report on the Committee's activities to the Board.
- (d) Other Committees. The Board, by resolution adopted by a majority of the entire Board, may establish and appoint other committees of the Board consisting of at least three Directors with such powers and duties as the Board may prescribe. The members of such committees shall be appointed by the Chairperson of the Board, subject to the approval of the Board.

## **Article VI.**

### COMMITTEES OF THE CORPORATION

6.1 Powers. The Board by resolution may appoint from time to time any number of persons as advisors of the Corporation to act either singly or as a committee or committees of the Corporation. Each advisor so appointed shall hold office during the pleasure

of the Board and shall have only the authority or obligations as the Board may from time to time determine.

6.2 No Compensation. No advisor to the Corporation shall receive, directly or indirectly, any salary or compensation for any service rendered to the Corporation, except that the Board may authorize reimbursement of expenditures reasonably incurred on behalf of activities for the benefit of the Corporation.

**Article VII.**  
**CONTRACTS, CHECKS, BANK ACCOUNTS AND INVESTMENTS**

7.1 Contracts, Checks and Documents. The Board of Directors is authorized to select the banks or depositories it deems proper for the funds of the Corporation and shall determine who shall be authorized on the Corporation's behalf to sign checks, drafts or other orders from the payment of money, acceptances, notes or other evidences of indebtedness, to enter into contracts or to execute and deliver other documents and instruments.

7.2 Investments. The funds of the Corporation may be retained in whole or in part in cash or may be invested and reinvested from time to time in such property, real, personal or otherwise, including stocks, bonds or other securities, as the Board may deem desirable.

**Article VIII.**  
**OFFICE AND BOOKS**

8.1 Office. The principal office of the Corporation shall be located in New York County, State of New York. The Corporation may also have offices at such other places as the Board may from time to time determine or the business of the Corporation may require.

8.2 Books. There shall be kept at the office of the Corporation correct books of account of the activities and transactions of the Corporation including the minute book, which shall contain a copy of the Certificate of Incorporation, a copy of these bylaws, and all minutes of meetings of the Board.

**Article IX.**  
**FISCAL YEAR**

9.1 The fiscal year of the Corporation shall be August 1 through July 31.

**Article X.**  
**INDEMNIFICATION**



10.1 Indemnification. The Corporation shall, to the fullest extent now or hereafter permitted by law, indemnify any person made, or threatened to be made, a party to any action or proceeding by reason of the fact that he or she or his or her testator was a Director, officer, employee or agent of the Corporation, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorney fees. No indemnification may be made to or on behalf of any such person if (a) his or her acts were committed in bad faith or were the result of his or her active and deliberate dishonesty and were material to such action or proceeding or (b) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled in the transaction or matter in which indemnification is sought.

10.2 Insurance. The Corporation shall have the power to purchase and maintain all insurance policies deemed to be in the best interest of the Corporation including insurance to indemnify the Corporation for any obligation which it incurs as a result of its indemnification of Directors, Officers and employees pursuant to Section 1 above, or to indemnify such persons in instances in which they may be indemnified pursuant to Section 1 above.

## **Article XI.** AMENDMENTS

11.1 These Bylaws may be amended or repealed by the majority vote of the Board present at any meeting of the Board, except that a vote of two-thirds of the entire board shall be required for any amendment that increases the quorum requirement or proportion of votes necessary for the transaction of business or of any specified item of business. Any amendment or repeal of these Bylaws is authorized only at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth in Article III, Section 10 of these Bylaws or, if notice of such meeting is given (and the written proposed alteration of the Bylaws given) at a meeting of the Board prior to the meeting to amend or repeal the Bylaws.

## **Article XII.** CONFLICT OF INTEREST POLICY

12.1 Purpose. The purpose of this policy (the “Policy”) is to protect the interests of the Corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or Key Employee (defined below) of the Corporation. The Corporation will not enter into any such transaction or arrangement unless it is determined by the Board in the manner described below to be fair, reasonable and in the best interests of the Corporation at the time of such determination.

This Policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to non-for-profit and charitable organizations.

12.2 Definitions.

(a) Affiliate. An affiliate of the Corporation is a person or entity that is directly or indirectly through one or more intermediaries, controlled by, in control of, or under common control with the Corporation.

(b) Board of Directors. The body responsible for the Governance of the Corporation.

(c) Director. Any member of the governing body of a corporation, whether designated as a director, trustee, manager, governor, or by any other title.

(d) Financial Interest. A person has a Financial Interest if such person would receive an economic benefit, directly or indirectly, from any transaction, agreement, compensation agreement, including direct or indirect remuneration as well as gifts or favors that are not insubstantial or other arrangement involving the Corporation.

(e) Independent Director. A member of the Board who:

(i) Has not been an employee of the Corporation or an Affiliate of the Corporation within the last three years;

(ii) Does not have a Relative (defined below) who has been a Key Employee of the Corporation or an Affiliate of the Corporation within the last three years;

(iii) Has not received and does not have a Relative who has received more than \$10,000 in compensation directly from the Corporation or an Affiliate of the Corporation in any of the last three years (not including reasonable compensation or reimbursement for services as a Director, as set by the Corporation);

(iv) Does not have a substantial Financial Interest in and has not been an employee of, and does not have a Relative who has a substantial Financial Interest in or was an Officer of, any entity that has made payments to or received payments from, the Corporation or an Affiliate of the Corporation in excess of the lesser of: (a) \$25,000 or (b) 2% of the Corporation's consolidated gross revenue over the last three years (payment does not include charitable contribution);

(v) Is not in an employment relationship under control or direction of any Related Party and does not receive payments subject to approval of a Related Party;

(vi) Does not approve a transaction providing economic benefits to any Related Party who in turn has approved or will approve a transaction providing economic benefits to the Director.

(f) Key Employee. A Key Employee is a person who is, or has within the last five years, been in a position to exercise substantial influence over the affairs of the Corporation. This includes, but is not limited to:

(i) Voting members of the Board;

- (ii) Executive officers of the Corporation;
  - (iii) Employees who receive annual compensation in excess of \$150,000 or are one of the top 20 employees with the highest reportable compensation in the Corporation or an Affiliate of the Corporation;
  - (iv) Anyone who manages a discrete activity or segment of the Corporation that represents 10% or more of the assets, income, or expenses of the Corporation;
  - (v) Anyone who has or shares authority to control 10% or more of the Corporation's capital expenditures, operating budget or employee compensation.
- (g) Officer. A person who has the authority to bind the Corporation as designated in the Bylaws of the Corporation.

(h) Related Party. Persons who may be considered a Related Party of the Corporation or an Affiliate of the Corporation under this Policy include:

- (i) Directors, Officers, or Key Employees of the Corporation or an Affiliate of the Corporation;
- (ii) Relatives of Directors, Officers, or Key Employees;
- (iii) any entity in which a person in (i) or (ii) has a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%;
- (iv) Founders of the Corporation;
- (v) Substantial contributors to the Corporation (within the current fiscal year or the past five fiscal years);
- (vi) Persons owning a controlling interest (through votes or value) in the Corporation;
- (vii) Any non-stock entity controlled by one or more Key Employees.

(i) Related Party Transaction. Any transaction, agreement or any other arrangement with the Corporation or an Affiliate of the Corporation in which a Related Party has a Financial Interest. Any Related Party Transaction will be considered a conflict of interest for purposes of this Policy.

(j) Relative. A Relative is a spouse, ancestor, child (whether natural or adopted), grandchild, great grandchild, sibling (whether whole or half blood), or spouse of a child (whether natural or adopted), grandchild, great grandchild or sibling (whether whole or half blood), or a domestic partner as defined in section 2994-A of the New York Public Health Law.

12.3 Related Party Transactions and Duty to Disclose: A Related Party Transaction is not necessarily a prohibited transaction. Under this Policy, if the Corporation contemplates entering into a Related Party Transaction, the Independent Directors of the Board must determine if the transaction is fair, reasonable, and in the best interests of the Corporation at the time of such determination.

If at any time during his or her term of service a Related Party acquires any Financial Interest or when any matter for decision or approval comes before the Board in which a Related Party has a Financial Interest, the material facts of that Financial Interest or potential Related Party Transaction must be promptly disclosed in writing by the Related Party to each member of the Board. The Board will then follow the procedures in Section 4 of this Policy.

*Any failure by a Related Party to disclose to the Board a known Financial Interest or a known potential Related Party Transaction may be grounds for removal of such person from the Board and/or his or her termination from the Corporation.*

#### 12.4 Review and Voting.

(a) Non-Participation and Review. All transactions, agreements or any other arrangements between the Corporation and a Related Party, and any other transactions which may involve a potential conflict of interest, shall be reviewed by the Independent Directors. All Related Parties with a Financial Interest shall leave the room in which such deliberations are conducted. The Independent Directors will then determine whether the contemplated Related Party Transaction is fair, reasonable, and in the best interests of the Corporation at the time of such determination. The Corporation will not enter into any Related Party Transaction unless it is determined to be fair, reasonable and in the best interest of the Corporation at the time of such determination.

(b) Consideration of Alternate Transactions and Comparability Data. If the contemplated Related Party Transaction pertains to compensation for services or the transfer of property or other benefit to a Related Party, the Independent Directors must determine that the value of the economic benefit provided by the Corporation to the Related Party does not exceed the value of the consideration received in exchange by obtaining and reviewing appropriate comparable data prior to entering the transaction.

In those instances where the contemplated Related Party Transaction does not involve compensation, transfer of property or benefits to a Related Party, the Independent Directors must consider alternative transactions to the extent possible, prior to entering into such transaction.

(c) Comparability Data. When considering the comparability of compensation, for example, the relevant Comparability Data which the Independent Directors may consider includes, but is not limited to (i) compensation levels paid by similarly situated organizations, both exempt and non- exempt; (ii) the availability of similar services within the same geographic area; (iii) current compensation surveys compiled by independent firms; and (iv) written offers from similar institutions competing for the same person's services. When the transaction involves the transfer of real property as compensation, the relevant factors include,

but are not limited to (1) current independent appraisals of the property, and (2) offers received in a competitive bidding process.

(d) Voting. The Independent Directors after considering alternate transactions and/or comparability data shall determine in good faith whether the transaction or arrangement is fair, reasonable, and in the best interest of the Corporation at the time of such decision. Any such transaction shall be approved by not less than a majority vote of the Independent Directors present at the meeting. The Independent Directors shall make their decision as to whether to enter into the transaction or arrangement and shall contemporaneously document the meeting under Section 6 of this Policy.

*All Related Parties with a Financial Interest must not be present for deliberations and voting on the transaction or arrangement in which he or she has a Financial Interest. Only Independent Directors shall vote on Related Party Transactions. No Related Party shall vote, act, or attempt to influence improperly the deliberations on any matter in which he or she has been determined by the Board to have a Financial Interest. Any attempt to vote, act, or improperly influence deliberations by a Related Party on any matter with which such person has a Financial Interest may be grounds for such person's removal from the Board or termination from the Corporation.*

(e) Compensation. A voting member of the Board or an Officer who receives compensation directly or indirectly from the Corporation for services or a Director serving as a voting member of any Committee whose jurisdiction includes compensation matters is precluded from voting or acting on matters pertaining to that Director's or Officer's compensation.

No voting member of the Board or any committee thereof whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to the Board or any committee thereof regarding compensation.

12.5 Audit or other Committee Review. The Board may delegate to the Audit Committee or any other committee, which shall be composed solely of Independent Directors, the review and approval of any Related Party Transaction; provided that if in such committee's judgment the Related Party Transaction is of a magnitude that would otherwise require Board approval, the committee shall submit the Related Party Transaction to the Board for consideration, providing its recommendation as to whether or not to approve it.

In the event the Board delegates the review and approval of Related Party transactions to a committee, all references to Board in this Policy shall be deemed to refer to such Committee and all references to a majority of the Board shall be deemed to refer to a majority of such Committee.

12.6 Records of Proceedings. The minutes of all meetings of the Board at which a Related Party Transaction is considered shall contain:

(a) The names of the persons who disclosed or otherwise were determined to have a potential or actual Financial Interest and/or conflict of interest, the nature of the potential or actual Financial Interest and/or conflict of interest, any action taken to determine

whether a Financial Interest or conflict of interest exists, and the Board's decision as to whether a Financial Interest and/or conflict of interest exists.

(b) The names of the persons who were present for discussions and votes relating to any determinations under Section 6(a) above, including whether the Related Party and any Board members not considered to be Independent Directors, left the room during any such discussions, the content of such discussions, including discussion of alternative transactions, and whether or not the transaction with the Related Party was approved by the Board.

(c) The minutes shall be documented contemporaneously to the decision and discussion regarding the Financial Interest or conflict of interest.

12.7 Initial and Annual Written Disclosures. Prior to a Director's initial election to the Board, or an Officer or Key Employee's employment at the Corporation, and thereafter on an annual basis, all Directors, Officers, and Key Employees shall disclose in writing to the Secretary of the Corporation:

(a) Any entity of which such person or a Relative of such person is an officer, director, trustee, member, owner, or employee and with which the Corporation has a relationship,

(b) Any Financial Interest such person may have in any corporation, organization, partnership or other entity which provides professional or other goods or services to Corporation for a fee or other compensation, and

(c) Any position or other material relationship such Director, Officer, Key Employee, or Relative of such person, may have with any not-for-profit corporation with which the Corporation has a business relationship.

A copy of each disclosure statement shall be kept in the Corporation's files and made available to any Director, Officer, or Key Employee upon request.

12.8 Annual Statements. Each Director, Officer, and Key Employee shall annually sign and submit to the Secretary of the Corporation a statement which affirms such person: (a) has received a copy of this Policy, (b) has read and understands the Policy, and (c) has agreed to comply with the Policy.

### **Article XIII.**

#### **WHISTLEBLOWER POLICY**

13.1 When required by the Corporation Law, the Corporation shall adopt a policy (a "Whistleblower Policy"), substantially in the form set forth on Schedule A to these Bylaws, for the purpose of, among other things, establishing (i) a complaint notification or whistleblower system in order to facilitate the receipt, retention and treatment of complaints

regarding potential illegal practices or violations of the Corporation's policies, and (ii) anti-retaliation provisions with respect to individuals who report any such purported violations. Such policy, when adopted, may be amended from time to time by the Board. The Whistleblower Policy will be deemed to have been adopted by the Corporation in the form set forth as Schedule A as and when required by the Corporation Law without further action by the Board.

**Article XIV.**  
**DISSOLUTION**

14.1 Dissolution. This Corporation may be dissolved with the affirmative vote of a majority of the entire Board of Directors at any regular meeting or any special meeting called for that purpose.

14.2 Residual Assets. Upon dissolution of the Corporation, any residual assets shall be donated to an organization with a similar purpose to that of this Corporation. Such distribution shall adhere in all respect to the laws of the State of New York.

**Article XV.**  
**MISCELLANEOUS**

15.1 Electronic Notices and Consents. Any notices, consents or waivers required or permitted to be given under the Corporation Law or these Bylaws may be given or delivered electronically in accordance with the Corporation Law.

15.2 Amendments. These Bylaws may be amended by the vote of two-thirds of the entire Board at any Board meeting provided that the notice of the proposed amendment has been included in the notice of the meeting.

15.3 Construction. If there is any conflict between the provisions of the Certificate of Incorporation and these Bylaws, the provisions of the Certificate of Incorporation shall govern.

**Article XVI.**  
**NON-DISCRIMINATION**

16.1 In all of its dealings, neither the Corporation nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, ethnicity, national origin, marital status, sexual preference, mental or physical disability or any category protected by state or federal law.

**Article XVII.**  
**REFERENCE TO CERTIFICATE OF INCORPORATION**

17.1 References in these Bylaws to the Certificate of Incorporation shall include all amendments thereto or changes thereof unless specifically excepted by these Bylaws.

In the event of a conflict between the Certificate of Incorporation and these Bylaws, the Certificate of Incorporation shall govern.



## Schedule A

### Bylaws of Theater Breaking Through Barriers Corp.

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#### Whistleblower Policy

The procedures set forth below have been adopted by and will be administered under the supervision of the Board of Directors (the “Board”, and such members, the “Directors”) of Theater Breaking Through Barriers Corp. (the “Corporation”). The Corporation encourages any employee of the Corporation to submit a good faith complaint regarding accounting or auditing matters to the Corporation without fear of dismissal or retaliation of any kind. The Corporation is committed to achieving compliance with all applicable laws and regulations, accounting standards, accounting controls and audit practices, and Directors, officers and employees of the Corporation are to observe high standards of business and personal ethics in the conduct of their duties and responsibilities, as reflected in the Corporation’s Conflicts of Interest Policy (the “Conflicts Policy”).

#### A. General

The Board has established the following whistleblower policy (the “Policy”) for (1) the receipt, retention and treatment of complaints and allegations regarding accounting, internal accounting controls or auditing matters (“Accounting Matters”) or alleged violations of law or the Conflicts Policy (“Violations”) and (2) the confidential, anonymous submission by employees of concerns regarding Violations and Accounting Matters.

- (a) Accounting Matters include, without limitation:
1. fraud or deliberate error in the preparation, review or audit of financial statements of the Corporation;
  2. fraud or deliberate error in the recording and maintaining of the Corporation’s financial records;
  3. deficiencies in, or non-compliance with, the Corporation’s internal control over financial reporting;
  4. misrepresentation or false statements regarding a matter contained in the Corporation’s financial records, financial statements, audit reports or any filings made with any governmental authorities;
  5. deviation from full and fair reporting of the Corporation’s financial condition and results;
  6. substantial variation in the Corporation’s financial reporting methodology from prior practice or from generally accepted accounting principles;
  7. issues affecting the independence of the Corporation’s accounting firm;
  8. falsification, concealment or inappropriate destruction of Corporation or financial records;
- (b) Violations include:
1. non-compliance with applicable legal and regulatory requirements; and

2. any retaliation (“Retaliatory Acts”) against employees and other persons who make, in good faith, allegations regarding Accounting Matters or Violations.

These procedures are subject to modification from time to time by the Board as the Board may deem appropriate in the best interests of the Corporation or as required by applicable laws.

## **B. Receipt of Complaints**

Any person with concerns regarding Violations, Accounting Matters or Retaliatory Acts may, as applicable, report his or her concerns to the Board. If you are not comfortable personally contacting a member of the Board, you may submit your concern or complaint in writing anonymously to the Board by an email addressed to or by a letter addressed as follows:

Theater Breaking Through Barriers Corp.  
Board of Directors  
[400 W. 43rd St., #43R New York, NY 10036]

## **C. Substance of Complaints**

Complaints should be factual rather than speculative or conclusory and should contain as much specific information as possible to allow for proper assessment. In addition, all complaints should contain sufficient corroborating information to support the commencement of an investigation, including, for example, the names of individuals suspected of a Violation, the relevant facts of the Violation, how the complainant became aware of the Violations, any steps previously taken by the complainant, who may be harmed or affected by the Violations, and, to the extent possible, an estimate of the misreporting or losses to the Corporation as a result of the Violation.

## **D. Treatment of Complaints**

1. Upon receipt of a complaint, the Board will: (i) review and determine whether the complaint actually pertains to Accounting Matters or a Violation; (ii) when so determined, investigate the complaint; (iii) when so required, report the complaint to the Corporation’s independent auditors, and (iv) when possible, acknowledge receipt of the complaint to the sender.
2. The Board may engage independent accountants, counsel, or other experts to assist in the investigation of reports and analysis of results.
3. Confidentiality will be maintained to the fullest extent possible, consistent with the need to conduct an adequate review.
4. Prompt and appropriate corrective action will be taken when and as warranted in the judgment of the Board.

## **E. Protection of Whistleblowers**

1. The Corporation and its Directors, officers and employees will not discharge, demote, suspend, threaten, harass or in any manner discriminate against any employee in the terms and conditions of employment based upon any lawful actions of such employee with respect to good faith reporting of complaints regarding Violations, Retaliatory Acts, Accounting Matters or otherwise as specified in Section 806 of the Sarbanes-Oxley Act of 2002, even if the facts alleged are not confirmed by subsequent investigation. However, if, after investigation, a complaint is found to be without substance and to have been made for malicious or frivolous reasons, the employees who made such complaint could be subject to disciplinary action.
2. Where alleged facts disclosed pursuant to this Policy are not substantiated, the conclusions of the investigation shall, to the extent appropriate, be made known to the complainant.
3. Unless necessary to conduct an adequate investigation or compelled by judicial or other legal process, the Corporation shall not (i) reveal the identity of an employee who makes a report and asks that his or her identity remain confidential, or (ii) make any effort, or tolerate any effort made by any other person, to ascertain the identity of an employee who makes a report anonymously.
4. This Policy is intended to create an environment where employees can act without fear of reprisal or retaliation. Any employee who is found to have engaged in retaliation against any employee who has exercised his/her rights under this Policy or under applicable laws will be subject to appropriate remedial action, including possible termination. In addition, those individuals who violate applicable law may also be subject to civil and criminal penalties.

#### **F. Reporting and Retention of Complaints and Investigations**

The Board shall maintain a log that tracks the receipt of all complaints, indicating the substance thereof, and the status or results of any investigation and resolution thereof, and shall prepare a quarterly summary of the complaints logged, investigated, and resolved. Copies of complaints, the complaint log and summaries will be maintained by the Corporation for a period of seven (7) years.

## **Theater Breaking Through Barriers Non-Discrimination Policy**

Theater Breaking Through Barriers (TBTB) is committed to promoting a culture of inclusivity, diversity, and equal opportunity for all individuals. As a non-profit theater company based in New York City, TBTB's mission is to showcase the talents and capabilities of artists with disabilities, while actively challenging and dismantling barriers in the theatrical industry. In line with our core values, we have established the following non-discrimination policy:

### **Equal Opportunity**

TBTB provides equal opportunities to all individuals, regardless of their race, color, ethnicity, national origin, religion, sex, gender identity, sexual orientation, age, disability, or any other legally protected characteristic. We believe in the value of diversity and seek to foster an environment that respects and embraces individual differences.

### **Artists and Arts Workers with Disabilities**

TBTB recognizes the unique talents and perspectives that artists and arts workers with disabilities bring to the theater. We are committed to creating a supportive and inclusive space where these artists can showcase their abilities, contribute to artistic collaborations, and develop their careers. We actively seek out opportunities to engage with and provide platforms for artists and arts workers with disabilities.

### **Employment Practices**

TBTB prohibits discrimination in all aspects of employment, including but not limited to hiring, promotion, compensation, benefits, training, and termination. We evaluate candidates and employees based on their qualifications, skills, and abilities, without regard to any protected characteristic. Reasonable accommodations will be provided to individuals with disabilities to ensure they can perform essential job functions unless such accommodations impose an undue hardship on the organization.

### **Programming and Casting**

TBTB is committed to inclusive programming and casting practices. We encourage the representation of individuals from diverse backgrounds, including those with disabilities, in all aspects of our work, including administration, casting, directing, design, and technical roles. We seek to challenge traditional notions of casting and create opportunities for artists with disabilities to showcase their talents authentically.

### **Accessibility**

TBTB is dedicated to ensuring accessibility for all individuals. We strive to provide a welcoming and inclusive theater experience by offering accessible seating, captioning, audio description, and other accommodations as necessary. All physical spaces used for offices, auditions, rehearsals, performances and events will be accessible to people with disabilities. We actively collaborate with venues to remove physical and communication barriers that may hinder the participation of individuals with disabilities.

**Reporting and Accountability**

TBTB is committed to maintaining a safe and respectful environment for everyone associated with the organization. Any instances of discrimination, harassment, or violations of this non-discrimination policy should be promptly reported to the appropriate authority within TBTB. (Please see separate Sexual Harassment Policy for specific details in this area.) We will thoroughly investigate all complaints and take appropriate action, including disciplinary measures, as deemed necessary.

**Compliance with Applicable Laws**

TBTB is committed to complying with all applicable federal, state, and local laws regarding non-discrimination, accessibility, and equal opportunity. We will regularly review and update our policies and practices to ensure compliance with evolving legal requirements.

This non-discrimination policy applies to all aspects of TBTB's operations, including employment, artistic programming, audience engagement, and community outreach. We are dedicated to upholding these principles and values as we work towards breaking through barriers and transforming the theater industry.