

**BYLAWS OF  
CENTRAL NEW YORK INFORMATION SERVICE, INC.**

**ARTICLE I - OFFICES**

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

**ARTICLE II - SHAREHOLDERS**

1. **PLACE OF MEETINGS.** Meetings of the shareholders shall be held at the principal office of the Corporation or at such place within or without the State of New York as the Board of Directors shall authorize.

2. **ANNUAL MEETING.** The annual meeting of the shareholders shall be held between November 23<sup>rd</sup> and December 23<sup>rd</sup> am/pm in each year as long as such date is not a Saturday, Sunday or a legal holiday. If in any year, such date is a Saturday, Sunday or legal holiday, then such meeting will be held on the next business day at the same time. At such time, the shareholders shall elect a Board of Directors and transact such other business as may properly come before the meeting.

3. **SPECIAL MEETINGS.** Special meetings of any class of shareholders may be called by the Board of Directors or by the President and shall be called by the President or the Secretary at the request in writing of a majority of the Board of Directors or at the request in writing by shareholders owning a majority in amount of the shares issued and outstanding. Notwithstanding the foregoing, special meetings may be called by a) any single Class B shareholder for the purpose of dismissing or electing any director who was designated by such Class B shareholder as a director as provided for in these bylaws and in a certain Master Shareholders Agreement dated as of January 1, 2007 as may be amended from time to time ("Agreement") without the consent of any other Class B shareholders and without notice to or participation of any of the holders of Class A or Class A-1 stock and b) Class A-1 shareholders holding at least 33 1/3% of the Transaction Sides for any purpose for which the Class A-1 shareholders are authorized to vote, without notice to or participation of any Class B or Class A shareholders. Any special meeting request shall state the purpose or purposes of the proposed meeting and any business transacted at a special meeting shall be confined to the purposes stated in the notice of such meeting. Notice of any special meeting called by any class of shareholders will be upon prior notice to the other shareholders of

such class and to the President which must be given at least ten (10) days prior to the scheduled meeting date. Any special meeting will be held at the offices of the Corporation or any other convenient forum within the County of Onondaga as selected by the person(s) requesting the special meeting.

4. **FIXING RECORD DATE.** For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to or dissent from any proposal without a meeting, or for the purpose of determining shareholders entitled to receive payment of any dividend or the allotment of any rights, or for the purpose of any other action, the Board of Directors shall fix, in advance, a date as the record date for any such determination of shareholders. Such date shall not be more than fifty (50) days nor less than ten (10) days before the date of such meeting, nor more than fifty (50) days prior to any other action, but notwithstanding the foregoing, in no event will any record date be prior to the Measurement Period which is in effect as of the date of any meeting for which such shareholder determination is to be made for purposes of notice, meeting or other action. If no record date is fixed, it shall be determined in accordance with the provisions of law.

5. **NOTICE OF MEETINGS OF SHAREHOLDERS.** Written notice of each meeting of shareholders shall state the purpose or purposes for which the meeting is called, the place, date and hour of the meeting and unless it is the annual meeting, shall indicate that it is being issued by or at the direction of the person or persons calling the meeting. Notice shall be given either personally or by mail to each shareholder entitled to vote at such meeting, not less than ten (10) nor more than fifty (50) days before the date of the meeting. If action is proposed to be taken that might entitle shareholders to payment for their shares, the notice shall include a statement of that purpose and to that effect. If mailed, the notice is given when deposited in the United States mail, with postage thereon prepaid, directed to the shareholder at his address as it appears on the record of shareholders, or, if he shall have filed with the Secretary a written request that notices to him be mailed to some other address, then directed to him at such other address.

6. **WAIVERS.** Notice of meeting need not be given to any shareholder who signs a waiver of notice, in person or by proxy, whether before or after the meeting. The attendance of any shareholder at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of notice of such meeting, shall constitute a waiver of notice by him.

7. **QUORUM OF SHAREHOLDERS.** Unless the certificate of incorporation provides otherwise, the holders of a majority of the Class A or Class B shares entitled to vote at such meeting shall constitute a quorum at a meeting of shareholders for the transaction of such business, provided that when a specified item of business is required to be voted on by a class or classes, the holders of a majority of the shares of such class or classes shall constitute a quorum for the transaction of such specified items of business. Notwithstanding the foregoing, the

holders of a majority of Transaction Sides for the Measurement Period then just ended represent a quorum for the purposes of any Class A-1 shareholders meeting, regardless of whether such holders represent a majority of the total Class A-1 shares then outstanding.

When a quorum is once present to organize a meeting, it is not broken by the subsequent withdrawal of any shareholders. The shareholders present may adjourn any meeting despite the absence of a quorum.

8. **PROXIES**. Every shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize another person or persons to act for him by proxy.

Every proxy must be signed by the shareholder or his attorney-in-fact. No proxy shall be valid after expiration of two (2) months from the date thereof unless otherwise provided in the proxy. Every proxy shall be revocable at the pleasure of the shareholder executing it, except as otherwise provided by law. The Board of Directors may prescribe the form of any proxy and in such case, use of such form will be mandatory and the use of other forms to be deemed ineffective to create a proper proxy within the terms of these bylaws.

9. **SHARES AND VOTING RIGHTS**. Every Class A and Class B shareholder of record shall be entitled at every meeting of shareholders, to one vote for every share in his name on the record of shareholders. Every Class A-1 share at every meeting of shareholders will be entitled to a weighted number of votes equal to the number of Transaction Sides participated in by such shareholder as of the Measurement Period then just ended.

10. **VOTE OF SHAREHOLDERS**. Except as otherwise required herein or in the certificate of incorporation:

A. Directors which are designated to be elected by Class A shareholders shall be elected by a plurality of the votes cast at a meeting of shareholders by the holders of Class A shares entitled to vote in the election for such directors;

B. Directors which are designated to be elected by Class B shareholders shall be elected by a plurality of proper votes cast by Class B shareholders as provided for in the Agreement, with Class B shareholders being limited to vote for the designated candidates as provided for in the Agreement; and

C. The right to vote on any other corporate action or matter shall be authorized by a majority of the votes cast by Class A-1 shareholders which is weighted as provided for in the certificate of incorporation, these bylaws and the Agreement.

11. **WRITTEN CONSENT OF SHAREHOLDERS.** Any action that may be taken by vote may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all the outstanding shares entitled to vote thereon or signed by such lesser number of holders as may be provided in the certificate of incorporation.

### **ARTICLE III - DIRECTORS**

1. **BOARD OF DIRECTORS.** Subject to any provision in the certificate of incorporation, the business of the Corporation shall be managed by its Board of Directors, each of whom shall be at least twenty-one (21) years of age but need not be shareholders, and the Board of Directors may promulgate rules and policies concerning the business of the Corporation but no rule or policy may in contravention of the terms and conditions of these bylaws as modified from time to time or any terms and conditions of the Agreement. Notwithstanding anything in these bylaws to the contrary, the Board of Directors of the Company will consist of ten (10) directors, with five to be elected solely by the Class B shareholders and five to be elected solely by the Class A shareholders. The eligibility and voting requirements for all such directors are contained in the Agreement and such requirements are incorporated herein by reference.

2. **NUMBER OF DIRECTORS.** The number of Directors shall be as provided for in Article III (1) above.

3. **ELECTION AND TERM OF DIRECTORS.** At each annual meeting of shareholders, the shareholders shall elect Directors to hold office until the next annual meeting. Each Director shall hold office until the expiration of the term for which he is elected and until his successor has been elected and qualified, or until his prior resignation or removal.

4. **VACANCIES.** Vacancies occurring in the Board of Directors for any reason except the removal of Directors without cause may be filled by a vote of a majority of the Directors then in office subject to the terms and conditions of the Agreement, although less than a quorum exists, unless otherwise provided in the certificate of incorporation. A Director elected to fill a vacancy shall be elected to hold office for the unexpired term of his predecessor.

5. **REMOVAL OF DIRECTORS.** Any or all of the Directors may be removed for cause by vote of the class of shareholders which elected such director or by action of the Board of Directors. Directors may be removed without cause only by vote of the shareholders and in the case of those directors elected by Class B shareholders only by direction by the Class B shareholder which designated such director.

6. **RESIGNATION.** A Director may resign at any time by giving written notice to the Board of Directors, the President or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer, and the acceptance of the resignation shall not be necessary to make it effective.

7. **QUORUM OF DIRECTORS.** Unless otherwise provided in the certificate of incorporation, a majority of the entire Board of Directors shall constitute a quorum for the transaction of business or of any specified item of business.

8. **ACTION OF THE BOARD OF DIRECTORS.** Unless otherwise required by law, the vote of a majority of the Directors present at the time of the vote, if a quorum is present at such time, shall be the act of the Board of Directors. Each Director present shall have one vote regardless of the number of shares of any class, if any, which he may hold.

9. **PLACE AND TIME OF BOARD OF DIRECTORS MEETINGS.** The Board of Directors may hold its meetings at the office of the Corporation or at such other places, either within or without the State of New York, as it may from time to time determine.

10. **REGULAR ANNUAL MEETING.** A regular annual meeting of the Board of Directors shall be held within 45 days following the annual meeting of shareholders at the place of such annual meeting of shareholders.

11. **NOTICE OF MEETING OF THE BOARD OF DIRECTORS, ADJOURNMENT.**

A. Regular meetings of the Board may be held without notice at such time and place as it shall from time to time determine. Special meetings of the Board of Directors shall be held upon notice to the Directors and may be called by the President upon three (3) days notice to each Director either personally or by mail or by wire; special meeting shall be called by the President or by the Secretary in a like manner on written request of two (2) Directors. Notice of a meeting need not be given to any Director who submits a waiver of notice whether before or after the meeting or who attends the meeting without protest prior thereto or at its commencement, the lack of notice to him.

B. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time and place. Notice of the adjournment shall be given all Directors who were absent at the time of the adjournment and, unless such time and place are announced at the meeting, to the other Directors.

12. **CHAIR.** At all meetings of the Board of Directors, the President, or in his absence, a Chair to be chosen by the Board of Directors, shall preside.

13. **EXECUTIVE AND OTHER COMMITTEES.** The Board of Directors, by resolution adopted by a majority of the entire Board of Directors, may designate from among its members an executive committee and other committees, each consisting of three (3) or more Directors, each such committee shall serve at the pleasure of the Board of Directors.

14. **COMPENSATION.** Compensation shall be paid to Directors, as such, for their services in an amount determined by the Board of Directors, however in any event not to exceed budgetary amount.

15. **TELEPHONIC CONFERENCE.** Any one or more members of the Board of Directors, or of any committee thereof, may participate in the meeting of such Board of Directors or committee by means of a conference phone or similar equipment which allows all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at such a meeting.

#### **ARTICLE IV - OFFICES**

1. **OFFICES, ELECTION, TERM.**

A. Unless otherwise provided for in the certificate of incorporation, the Board of Directors may elect to appoint a president, one (1) or more vice presidents, a secretary and a treasurer, and such other offices as it may determine, who shall have such duties, powers and functions as hereinafter provided.

B. All officers shall be elected or appointed to hold office until the meeting of the Board of Directors following the annual meeting of shareholders.

C. Each officer shall hold office for the term for which he is elected or appointed until his successor has been elected or appointed and qualified.

2. **REMOVAL, RESIGNATION, SALARY, ETC.**

A. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors with or without cause.

B. In the event of the death, resignation or removal of an officer, the Board of Directors in its discretion may elect or appoint a successor to fill the unexpired term.

C. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

D. The salaries of all officers, if any, shall be fixed by the Board of Directors.

E. The Board of Directors may require any officer to give security for the faithful performance of his duties.

3. **PRESIDENT**. The President shall be the chief executive officer of the Corporation; he shall preside at all meetings of the shareholders and of the Board of Directors; he shall see that all orders and resolutions of the Board of Directors are carried into effect. The President may, with the consent of the Board of Directors, enter into management agreements for the business of the Corporation.

4. **VICE-PRESIDENTS**. During the absence or disability of the President, the Vice-President, or if there are more than one, the executive Vice-President, shall have all the powers and functions of the President. Each Vice-President shall perform such other duties as the Board of Directors shall prescribe.

5. **SECRETARY**. The Secretary shall:

A. Attend all meetings of the Board of Directors and of the shareholders;

B. Record all votes and minutes of all proceedings in a book to be kept for that purpose;

C. Give or cause to be given notice of all meetings of shareholders and of special meetings of the Board of Directors;

D. Keep in safe custody the seal of the corporation and affix it to any instrument when authorized by the Board of Directors;

E. When required, prepare or cause to be prepared and available at each meeting of shareholders a certified list in alphabetical order of the names of the shareholders entitled to vote thereat, indicating the number of shares of each respective class held by each;

F. Keep all the documents and records of the Corporation as required by law or otherwise in a proper and safe manner;

G. Perform such other duties as may be prescribed by the Board of Directors.

6. **ASSISTANT SECRETARIES**. During the absence or disability of the Secretary, the assistant secretary, or if there are more than one, the one so designated by the Secretary or by the Board of Directors, shall have all the powers and functions of the Secretary.

7. **TREASURER**. The Treasurer shall:

A. Have the custody of the corporate funds and securities;

B. Keep full and accurate accounts of receipts and disbursements in the corporate books;

C. Deposit all money and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors;

D. Disburse the funds of the Corporation as may be ordered or authorized by the Board of Directors and preserve proper vouchers for such disbursements;

E. Render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation;

F. Render a full financial report at the annual meeting of the shareholders is so requested;

G. Be furnished by all corporate officers and agents at his request, with such reports and statements as he may require as to all financial transactions of the Corporation;

H. Perform such other duties as are given to him by these bylaws or as from time to time are assigned to him by the Board of Directors or the President.

8. **ASSISTANT TREASURER**. During the absence or disability of the Treasurer, the assistant treasurer, or if there are more than one (1), the one so designated by the Secretary or by the Board of Directors, shall have all the powers and functions of the Treasurer.



9. **SURETIES AND BONDS.** In case the Board of Directors shall so require, any officer or agent of the Corporation shall execute to the Corporation a bond in such sum and with such surety or sureties as the Board of Directors may direct, conditioned upon the faithful performance of his duties to the Corporation and including responsibility for negligence and for the account of all property, funds or securities of the Corporation which may come into his hands.

## **ARTICLE V – NO CERTIFICATES FOR SHARES**

1. **BOOK ENTRY.** The shares of the Corporation shall be not be represented by any physical certificates, but instead will be reflected as book entries for the individual shareholder which holds any such share. The records of the Corporation will reflect the holder's name, the class of shares held, the consideration paid and the date acquired. Further details about such shares are set forth in the Agreement.

2. **TRANSFERS OF SHARES.**

A. No transfer of any share may be accomplished except as provided for in the Agreement.

B. The Corporation shall be entitled to treat the holder of record of any share as the holder in fact thereof and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of the State of New York.

## **ARTICLE VI – REBATE FEES**

The Board of Directors may declare, at the end of any year, subject to their business judgment, a rebate to the members of the Corporation's multiple listing service. The rebate will be paid from the net profits of the Corporation after the establishment of any reserve amount that is deemed necessary in the business judgment of the Board of Directors. The rebate will be computed on a proportional basis relative to the number of Transaction Sides participated in by a real estate company which was a member of the multiple listing service for the immediately preceding Measurement Period, and would qualify to be a shareholder under the terms of the Agreement, compared to the total number of Transaction Sides for all members of the multiple listing service, who qualify to be shareholders as defined under the terms of the Agreement, regardless of whether such any such member is actually a shareholder of the Corporation. Such resulting percentage will then be applied to the total amount scheduled to

be distributed in order to compute each qualifying member's prorata share, with the Board of Directors having discretion to round upwards or downwards for ease of computation. Nothing herein will impose any obligation on the Board of Directors to so distribute any of such profits.

#### **ARTICLE VII - CORPORATE SEAL**

The seal of the Corporation shall be circular in form and bear the name of the Corporation, the year of its organization and the words "Corporate Seal, New York". The seal may be used by causing it to be impressed directly on the instrument or writing to be sealed, or upon adhesive substance affixed thereto. The seal on the certificates for shares or on any corporate obligation for the payment of money may be a facsimile, engraved or printed.

#### **ARTICLE VIII - EXECUTION OF INSTRUMENTS**

All corporate instruments and documents shall be signed or countersigned, executed, verified or acknowledged by such officer or officers or other person or persons as the Board of Directors may from time to time designate.

#### **ARTICLE IX - FISCAL YEAR**

The fiscal year shall begin on the first day of January in each year.

#### **ARTICLE X - REFERENCES TO CERTIFICATE OF INCORPORATION**

Reference to the certificate of incorporation in these bylaws shall include all amendments thereto or changes thereof.

#### **ARTICLE XI - BYLAW CHANGES**

##### **AMENDMENT, REPEAL OR ADOPTION OF BYLAWS.**

The bylaws may be amended, supplemented or modified only upon affirmative vote of the holders of Class A-1 common stock of record, who

collectively represent a majority of all Transaction Sides with respect to the last completed Measurement Period and who are present at a duly called meeting for such purpose which is duly held and for which a quorum is present throughout. As otherwise stated in these bylaws a quorum of Class A-1 shareholders will be measured by the number of Transaction Sides represented by the Class A-1 shareholders present or consenting and not the mere number of shareholders, and must consist of a majority of the Transaction Sides with respect to the last completed Measurement Period. All voting by the Class A-1 shareholders as to any matter described in this section is to be weighted according to Transaction Sides as provided for in these bylaws, the Agreement and the certificate of incorporation.

## **ARTICLE XII - INDEMNIFICATION**

### **1. GENERAL PROVISIONS.**

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 Corporation), by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer of another Corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation 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; provided, however, that such director or officer seeking indemnification by the Corporation acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding, the director or officer had not reasonable cause to believe his or her 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 director or officer did not act in good faith and in a manner which was reasonably believed to be in or not opposed to the best interests of the Corporation and, with respect to any criminal action or proceeding shall not create a presumption that the director or officer had reasonable cause to believe that such conduct was unlawful. The Corporation shall indemnify any director or officer who 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 Corporation to produce a judgment in its favor by reason of the fact that he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director or officer 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; provided, however that such director or officer seeking indemnification by the corporation acted in good faith and in a manner reasonable believed to be in or not opposed to the best interests of the Corporation. No Indemnification under this paragraph shall be made in respect of (1) a threatened action, or a pending action which is settled or otherwise disposed of, or (2) any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

Any indemnification under the first two paragraphs of this Section (unless ordered by a court) shall be made by the Corporation only as authorized in specific case upon determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the first two paragraphs of the Section 1. Such determination shall be made by the Board of Directors of the Corporation or if a quorum of such Directors is not obtainable (or, even if obtainable a quorum of disinterested directors so directs), or by independent legal counsel in a written opinion or by the members, as the case may require.

2. **ADVANCEMENT OF EXPENSES.**

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in these bylaws.

3. **NON-EXCLUSIVE AND CONTINUATION.**

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

4. **INSURANCE.**

The Corporation shall have the power to purchase and maintain insurance 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 or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

5. **INTERPRETATION.**

For purposes of this Article, all words and phrases used herein shall have the meanings ascribed to them under Article 7 of the New York Business Corporation Law, it being intended to grant indemnification to the fullest extent allowed by the New York Business Corporation Law.

**ARTICLE XIII – CONSTRUCTION**

1. All section and subsection headings contained in these bylaws are for convenience of reference only and shall not affect in any way the meaning or interpretation of these bylaws. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

2. All capitalized terms, unless the context clearly requires otherwise will have the meanings set forth in the Agreement, including but not limited to “Transaction Sides” and “Measurement Period”.