

**ARTICLES OF INCORPORATION
OF THE
UNITED STATES LACTATION CONSULTANT ASSOCIATION, INC.**

The undersigned, pursuant to Chapter 10 of Title 13.1 of the Code of Virginia, states as follows:

ARTICLE I

Name

The name of the corporation is:

United States Lactation Consultant Association, Inc.
(the "Corporation").

ARTICLE II

Duration

The period of duration is perpetual.

ARTICLE III

Purposes

This Corporation is organized and shall be operated exclusively for charitable, educational, and scientific purposes contemplated by §501 (c) (3) of the United States Internal Revenue Code of 1986, or any successor section of any future Code. More specifically, the purposes of the Corporation are:

- A. To protect the public by advocating for the U.S. IBCLC to promote recognition of the IBCLC within the health care community, continued improvement in skills of related to lactation care, expansion of the literature relevant to Lactation Consultation and such other activities as may hereafter be brought under the auspices of USLCA for such purposes;
- B. To provide for education opportunities for IBCLC and other health care workers concerned with breastfeeding and related issues;
- C. To heighten recognition of the consequences of artificial feeding of infants and children;
- D. To cooperate with other organizations whose aims and objectives, in whole or in part, are similar to those of the Corporation;

- E. To foster communication, networking and mutual support amongst USLCA members;
- F. To advocate for USLCA members and advise relevant authorities on issues of concern to the Corporation's members;
- G. To uphold high standards of professional practice;
- H. To promote appropriate credentialing for Lactation Consultants in the United States of America;
- I. To foster awareness of breastfeeding and human milk feeding as important measures for health promotion and disease prevention;
- J. To encourage research in all aspects of human lactation;
- K. To support the world-wide implementation of the International Code of Marketing of Breast-milk Substitutes and other subsequent WHA resolutions which are consistent with the goals and objectives of the Corporation;
- L. To assist other charitable and educational organizations in the conduct of similar activities; and
- M. To engage in any and all lawful activities to accomplish the foregoing purposes, except as restricted herein.

In order to accomplish the foregoing charitable and educational purposes, and for no other purpose or purposes, this Corporation shall also have all of the powers granted to Nonprofit Corporations by the laws of the Commonwealth of Virginia and the United States of America, provided, however, that this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of this Corporation.

ARTICLE IV **Members**

The Corporation is to have one class of members, comprised of those individuals who support the purposes of the USLCA and the International Lactation Association (ILCA), have applied for membership and have paid their membership dues for the current year. Individuals who have paid their membership dues shall be entitled to one vote on each matter submitted to vote of the members. Membership shall not be transferable or assignable.

ARTICLE V
Restrictions

- A. No part of the net income of the Corporation shall inure to the benefit of or be distributable to its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the purposes and objects set forth in Article III hereof.
- B. No substantial part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or against any candidate for public office.
- C. Notwithstanding any other provision set forth in these Articles of Incorporation, at any time during which it is deemed a private foundation, the Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the United States Internal Revenue Code of 1986, or any successor section, or any successor section; the Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the United States Internal Revenue Code of 1986, or any successor section, or any successor section; the Corporation shall not own any excess business holdings described in Section 4943 of the United States Internal Revenue Code of 1986, or any successor section, or any successor section; the Corporation shall not make any investment in such manner as to be subject to the tax imposed by Section 4944 of the United States Internal Revenue Code of 1986, or any successor section, or any successor section; and the Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the United States Internal Revenue Code of 1986, or any successor section, or any successor section. Any reference in this Certificate to any section of the United States Internal Revenue Code of 1986, or any successor section, or any successor section shall be deemed to incorporate by reference the corresponding provisions of any subsequent federal tax laws.
- D. Notwithstanding any other provision of these Articles, the Corporation shall not directly or indirectly conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from tax under Section 501(c)(3) of the United States Internal Revenue Code of 1986, or any successor section, or cause the Corporation to lose such exemption, or to which contributions are to be deductible under Section 170(c)(2), of the United States Internal Revenue Code of 1986, or any successor section of any future Code.
- E. In the event of dissolution or final liquidation of the Corporation, all of the remaining assets and property of the Corporation shall, after paying or making provision for the payment of all of the liabilities and obligations of the Corporation and for necessary expenses thereof, be distributed to such organization or organizations organized and

operated exclusively for charitable or educational purposes as shall at the time qualify under Section 501(c)(3) of the Code or corresponding section of any future Code. In no event shall any of such assets or property be distributed to any director, officer, member, or any private individual

ARTICLE VI
Directors

The business of the Corporation shall be carried on through its Board of Directors; the manner of their election or appointment, other than the initial Board of Directors provided for herein, shall be by majority vote of the Board of Directors. Elections of directors need not be by written ballot. The Board of Directors shall have the power to adopt, amend, or repeal bylaws. In furtherance and not in limitation of the powers conferred by statute, the Corporation is expressly authorized to carry on its business and the annual or special meetings of its Board of Directors either within or out of any of the states, territories, or possessions of the United States, or the District of Columbia or at any other location worldwide.

ARTICLE VII
Loans to or guaranties for Directors and Officers.

The Corporation shall not make or provide a loan, guaranty or other form of security to or for the benefit of any of its directors or officers.

ARTICLE VIII
Initial Directors

The number of directors constituting the initial Board of Directors is seven (7), but the number of directors may be increased or decreased in the manner set forth in the bylaws, provided that the number shall not be less than one. The names and addresses, including street and number, of the persons who are to serve as the initial directors are:

Glenda Dickerson, RN, MS, IBCLC 1301 Badham Drive
Birmingham, Alabama 35216-2908

Karen, Querna, RN, BSN, IBCLC 927 E. Farwell Road
Spokane, Washington 99208-9577

Carol Chamblin, RN, MS, IBCLC Breast 'N Baby Lactation Services, Inc.
525 Tyler Road, Suite L-2
Saint Charles, Illinois 60174

Liz Flight, RN, IBCLC Florida Lactation Consultation Association
928 Sydenham Boulevard
Chesapeake, Virginia 23322

Laurie Beck, RN, MSN, IBCLC 2214 Gershwin Lane
Corpus Christi, Texas 78414-2765

Maureen Dann, CPNP, IBCLC 832 Creekside Drive
Tonawanda, New York 14150

Judy Harris, MPH, RN, BSN, IBCLC 3621 W. 4375 South
West Haven, Utah 84401

ARTICLE IX
Registered Office

- A. The Corporation's initial registered address which is the business address of the initial registered agent is 100 North Pitt Street, Suite 201, Alexandria, VA 22314
- B. The registered office is physically located in the City of Alexandria, Virginia.

ARTICLE X
Registered Agent

- A. The name and address of the Corporation's initial registered agent is:

Priscilla G. Bornmann, Esq.
100 North Pitt Street, Suite 201
Alexandria, VA 22314

- B. The initial registered agent is a member of the Virginia State Bar

ARTICLE XI
Indemnification and Elimination of Liability

- A. Definitions. As used in this Article, the following terms shall have the following meanings: (i) "applicant" means the person seeking indemnification pursuant to this Article, (ii) "expenses" includes counsel fees, (iii) "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, (iv) "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding, (v) "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, (vi) "members," "managers," "employees" or "agents" include past, present and future members, managers, employees or agents and their respective heirs, executors and administrators.
- B. Elimination of Liability for Monetary Damages. In any proceeding brought by or in the right of the Company or brought by or on behalf of its members, no manager or member shall be liable to the Company or its members for any monetary damages with respect to any transaction, occurrence, course of conduct, or otherwise, except for liability resulting from such manager's or member's having engaged in willful misconduct or a knowing violation of the criminal law, or except as otherwise expressly provided by the applicable laws of the Commonwealth of Virginia or any written operating agreement of the Company in effect from time to time.
- C. Indemnification of Members and Managers. The Company shall indemnify (I) any person who was or is a party to any proceeding, including a proceeding brought by a member in

the right of the Company or brought by or on behalf of members of the Company, by reason of the fact that he is or was a manager of the Company, or (ii) any manager who is or was serving at the request of the Company as an officer, director, member, manager, partner, or trustee of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against any liability incurred by him in connection with such proceeding unless he engaged in willful misconduct or a knowing violation of the criminal law. A person is considered to be serving as an officer, director, member, manager, partner or trustee of an employee benefit plan at the Company's request if his duties to the Company also impose duties on, or otherwise involve services by him to the plan or to participants in or to beneficiaries of the plan.

- D. Absence of Presumption. The termination of any 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 applicant did not meet the standard of conduct described in Section C of this Article.
- E. Determination for Indemnification. Any indemnification under Section C of this Article (unless ordered by a court) shall be made by the Company only as authorized in the specific case upon a determination that indemnification of the applicant is proper in the circumstances because he has met the applicable standard of conduct set forth in Section C of this Article. The determination shall be made by the members, but membership interests owned by or voted under the control of managers who are at the time parties to the proceeding may not be voted on the determination. Any evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is appropriate.
- F. Expenses. The Company shall 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 E of this Article if the applicant furnishes the Company (i) a written statement of his good faith belief that he has met the standard of conduct described in Section C of this Article, and (ii) a written undertaking, executed personally or on his behalf, to repay the advance if it is ultimately determined that he did not meet such standard of conduct, which undertaking shall 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. Authorizations of payments under this Section shall be made by the persons specified in Section E of this Article.
- G. Indemnification of Employee and Agents. The Company, by majority vote of a quorum consisting of disinterested managers, may indemnify or contract to indemnify any person not specified in Section C of this Article who was, is or may become a party to any proceeding, by reason of the fact that he is or was an employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, manager, trustee, employee or agent of another corporation, partnership, limited liability company, 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 C of this Article. The provisions of Sections D through F of this Article, inclusive, shall be applicable to any indemnification provided hereafter pursuant to this Section.

- H. Insurance. The Company may purchase and maintain insurance to indemnify it against the whole or any portion of the liability assumed by it in accordance with this Article and also may procure insurance, on behalf of any person who is or was a manager, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, manager, trustee, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against or incurred by him in any such capacity or arising from his status as such, whether or not the Company would have power to indemnify him against such liability under the provisions of this Article.
- I. Nonexclusive. The indemnification expressly provided in this Article, shall not be exclusive of (i) any right to indemnification provided or mandated by the applicable laws of the Commonwealth of Virginia, as enacted and amended from time to time, or (ii) any rights under any policies of insurance that may be purchased and maintained by the Company or others, with respect to claims, issues or matters in relation to which the Company would not have the power to indemnify such person under the provisions of this Article. This Article shall not prevent or restrict the power of the Company to make or provide for any further indemnity, or provisions for determining entitlement to indemnity, pursuant to 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); provided, however, that any provision of such agreements, bylaws or other arrangements shall not be effective if and to the extent that it is determined to be contrary to the applicable laws of the Commonwealth of Virginia.
- J. Amendment or Repeal; Implementation. No amendment or repeal of this Article shall have any effect on the rights provided under this Article with respect to any act or omission occurring prior to such amendment or repeal. The Company shall promptly take all such actions, and make all such determinations, as shall be necessary or appropriate to comply with its obligation to make any indemnity under this Article and shall promptly pay or reimburse all reasonable expenses, including attorneys' fees, incurred by any such manager, employee or agent in connection with such actions and determinations or proceedings of any kind arising there from.
- K. Severability. Each provision of this Article shall be severable, and an adverse determination as to any one or more provisions of this Article shall in no way affect the validity of any remaining provisions of this Article.

ARTICLE XII
Incorporator

Date: ____ July 9 2010 ____

Scott Sherwood