

Irish Black[®] Cattle Association

IRISH BLACK[®] & IRISH RED[®] **Breeder's Handbook**

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INTRODUCTION

IRISH BLACK[®] and IRISH RED[®] Cattle:

An *Irish Black[®]* or *Irish Red[®]* possesses acceptable pedigree, traits, color and markings, and has been issued a registration certificate by the Irish Black[®] Cattle Association. An American breed, *Irish Black[®]* and *Irish Red[®]* cattle were specifically developed to carry genetically dominant traits desired by the U.S. beef industry. The *Irish Black[®]* or *Irish Red[®]* is of well-balanced conformation and superior performance suited for the purpose of efficiently and consistently producing quality beef.

Irish Black[®] Cattle Association Mission:

- To record and preserve the pedigrees of *Irish Black[®]* and *Irish Red[®]* Cattle, while maintaining the quality, value, and integrity of the breed.
- To provide beneficial services promoting the economic well-being and satisfaction of Irish Black[®] Cattle Association members and their customers.
- To develop programs, materials, curriculum, advertising, marketing, and publicity that will best promote the interests of *Irish Black[®]* and *Irish Red[®]* Cattle.
- To further the use in the American beef industry of *Irish Black[®]* and *Irish Red[®]* seedstock by progressive cattle producers.

FOREWORD:

The *Irish Black*[®] and *Irish Red*[®] breed was founded by cattleman and genetic scholar, Maurice Boney during the 1960's and 70's. Boney developed his ideal American beef industry commercial females and mated them with three imported beef Friesian sires, thus initiating the *Irish Black*[®] and *Irish Red*[®] breed. After scientifically confirming a sound genetic foundation, the herd books were closed to form the *Irish Black*[®] and *Irish Red*[®] breed. Decades of performance-based development followed, dictated specifically by a successful line breeding theory. Trademarks were granted to protect the purity and future of *IRISH BLACKS*[®] and *IRISH REDS*[®]. By 2010, *Irish Blacks*[®] and *Irish Reds*[®] were well established across the United States and began to expand internationally.

Today, the genetic power of an *Irish Black*[®] or *Irish Red*[®] produces a highly fertile, well balanced animal exhibiting excellent beef industry performance. *Irish Blacks*[®] and *Irish Reds*[®] are coveted by purebred producers for their rewarding economic returns, and sought after by progressive commercial producers for their consistent quality and value.

The *Irish Black*[®] Cattle Association ("IBCA") is a not for profit association organized in 2013 to collect, record and preserve the pedigrees of *Irish Black*[®] and *Irish Red*[®] Cattle. *Irish Black*[®] Cattle Association Founders are; Wade and Lisa Hendrickson, Terry and Julie Todd, Dan and Kerry Graybeal, and Doug and Kathy Graybeal. The IBCA serves as an information center for its members, their customers, and the general public on matters pertaining to the *Irish Black*[®] and *Irish Red*[®] breed and the beef industry. The *Irish Black*[®] Cattle Association works to promote registered *Irish Black*[®] and *Irish Red*[®] ownership, to grow markets for *Irish Black*[®] and *Irish Red*[®] cattle, and to provide opportunities for breeders to continually strive to improve the breed.

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POLICY STATEMENT:

It is the Irish Black[®] Cattle Association's primary role to record, preserve, and promote the integrity and future of the *Irish Black[®]* and *Irish Red[®]* breed as the official breed registry. The general role of the Irish Black[®] Cattle Association is to support the interests of *Irish Black[®]* and *Irish Red[®]* cattle, create opportunities, and promote the economic well-being of its members.

THIS HANDBOOK IS THE OFFICIAL HANDBOOK OF THE IRISH BLACK[®] AND IRISH RED[®] CATTLE BREED.

THE RULES PUBLISHED HEREIN ARE EFFECTIVE OCTOBER 1, 2013 UNLESS OTHERWISE SPECIFIED AT THE TIME OF THEIR ENACTMENT. THESE RULES REMAIN IN EFFECT EXCEPT AS SUPERSEDED BY RULE CHANGES ENACTED BY THE BOARD OF DIRECTORS AS PUBLISHED ON IBCA'S WEB SITE AT WWW.IRISHBLACKS.ORG. REFER TO IBCA'S WEBSITE FOR THE MOST UPDATED VERSION OF THE RULES.

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CORPORATION BYLAWS:

Article I: Title, Objects, Location, Corporate Seal:

Section 1.1 Title: This Association shall be known as the Irish Black[®] Cattle Association ("IBCA") and shall at all times be operated and conducted as a nonprofit organization in accordance with the laws of the State of Montana, providing for such organizations and by which it shall acquire all such rights as granted to organizations of this kind.

Section 1.2 Objects: The purpose of the IBCA shall be to collect, record and preserve the pedigrees of *Irish Black[®]* and *Irish Red[®]* Cattle; to maintain a Herd Book and registry to record the history and maintain breeding purity of *Irish Black[®]* and *Irish Red[®]* Cattle; and to educate cattle producers and stimulate the improvement of *Irish Black[®]* and *Irish Red[®]* Cattle; together with all other matters necessary or convenient to the further betterment of *Irish Black[®]* and *Irish Red[®]* Cattle and the breeders of *Irish Black[®]* and *Irish Red[®]* Cattle. In accordance with Section 501(c)(5) of the Internal Revenue Code of 1986, or its successor, the IBCA shall promote the common business interests of its members, but shall not engage in a regular business of a kind ordinarily carried on for profit except in an incidental manner, as provided by law. The IBCA shall not, except to an insubstantial degree, conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal income taxation under Section 501(c)(5) of the Internal Revenue Code of 1986, as amended, and its regulations as in effect currently or as may hereafter be amended.

Section 1.3 Location: The principal office and legal address of this Association shall be in the state of Montana, shall be located in the city of Arlee, county of Lake. This Association may have other offices, either within or outside of the state of Montana, as the board of directors may determine or as the affairs of the Association may require.

Section 1.4 Corporate Seal: The Board of Directors may adopt, and may alter or discontinue at its pleasure, a corporate seal.

Article II: Members:

Section 2.1 Membership: Members of IBCA shall be admitted, retained and expelled in accordance with such rules and regulations as the Board of Directors may, from time to time, adopt. In all matters governed by the vote of the members, any Regular or Life member in good standing who has been a member for at least sixty (60) days per IBCA records shall be entitled to one (1) vote.

Section 2.2 Membership Cards: Membership cards may be issued to all members and such cards shall be nontransferable. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. *(Amended 8/17/2018.)*

Section 2.3 Annual Meeting: The annual meeting of the members may be held at such time, place, and manner as may be established by the Board of Directors for the purpose of electing Directors and for the transaction of such other business as may be brought before the Annual Membership Meeting. *(Amended 8/17/2018.)*

Section 2.4 Good Standing: Whenever in these Bylaws the term member or members shall be used, unless otherwise specified, it shall mean a member or members in good standing having the right to vote.

Section 2.5 Voting, No Proxy: Members entitled to vote shall each be entitled to one vote on each matter submitted to a vote of the members. To exercise voting privileges during IBCA meetings, a member must be physically present at a meeting, which privilege cannot be delegated by proxy. *(Amended 8/17/2018.)*

Section 2.6 Termination of Membership: The Board of Directors, by affirmative vote of two-thirds of all the members of the Board, may suspend or expel a member for cause after taking into consideration all relevant facts and circumstances, and may by a two-thirds vote of those present at any regularly constituted meeting, terminate the membership of any member who becomes ineligible for membership. *(Amended 8/17/2018.)*

Section 2.7 Resignation: Any member may resign by filing a written resignation with the IBCA, but resignation shall not relieve the member of the obligation to pay any dues, assessments or other charges previously accrued and unpaid.

Section 2.8 Reinstatement: Upon written request signed by a former member and filed with the IBCA, the Board of Directors may, by affirmative vote of two-thirds of the members of the Board, reinstate the former member to membership upon such terms as the Board of Directors may deem appropriate.

Section 2.9 Transfer of Membership: Membership in the IBCA is not transferable or assignable.

Article III: Directors:

Section 3.1 Business: The business and property of IBCA shall be managed and controlled by the Board of Directors hereinafter created and empowered. Directors need not be residents of the state of Montana, but must be IBCA members as set out in Article III, Section 3.2(a)(3). The IBCA shall not be operated for pecuniary profit and financial gain. The assets, net income and profit of the IBCA shall not inure to the benefit of, or be distributed to or benefit its members, directors, officers or any private person, except that reasonable compensation may be paid to officers and employees of the IBCA and other persons in return for services or goods provided to the IBCA and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof. In accordance with Section 501(c)(5) of the Internal Revenue Code of 1986, or its successor, the IBCA shall promote the common business interests of its members, but shall not engage in a regular business of a kind ordinarily carried on for profit except in an incidental manner, as provided by law. No substantial part of the activities of this Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this Association shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this document, the IBCA shall not, except to an insubstantial degree, conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from federal income taxation under Section 501(c)(5) of the Internal Revenue Code of 1986, as

amended, and its regulations as in effect currently or as may hereafter be amended.

Section 3.2 Director Positions: The Board of Directors shall comprise members of Elected Directors, and Past Presidents as Tenure Directors. The First Board of Directors shall comprise three of the founding members of the IBCA; Lisa Hendrickson, Terry Todd, and Doug Graybeal.

a. Elected Directors.

- 1) The number of Directors shall be an odd number with a minimum of three (3) and a maximum of nine (9). There are three (3) Directors making up the First Board of Directors of the IBCA, after which Elected Director positions may be added, but never subtracted, as determined by an Annual Allocation Formula based on the total number of IBCA active memberships each year as of December 31 of the preceding year.
 - I. The initial base number for the Annual Allocation formula is the total number of IBCA active members on December 31, 2013. The determinative number will be the annual total of active IBCA members as of December 31 of each subsequent year. In any subsequent year where the annual total of active IBCA members is double (or more than double) that of the base number, two additional Elected Director positions are required to be added to the Board of Directors. The total number of IBCA members as of December 31 in any year that requires the addition of Elected Director positions will then become the base number for the Annual Allocation formula calculation for future Elected Director additions. In accordance with the Annual Allocation formula, the number of Directors on the Board of Directors of the IBCA will be frozen permanently when there is a total of nine (9) Directors positions.
- 2) Elected Director positions gained as a result of the application of Article III, Section 3.2 (a)(1) above shall be dually nominated, elected, and sworn in no later than the conclusion of the next annual membership meeting following the addition of Elected Director positions.

- 3) To be eligible for election and to serve on the Board of Directors, an individual shall have been a member in good standing of IBCA for two consecutive and uninterrupted calendar years immediately previous to nomination.
- 4) Elected Directors shall serve for a period of two years and until the next general election of Elected Directors.
- 5) Written credentials of individuals for nomination and election to the Board as Elected Directors must be presented to the President of the IBCA at least thirty (30) days prior to the election of a Board position. Such filing deadlines may be extended by the Board of Directors upon a finding of extraordinary circumstances.
- 6) The Board of Directors must evaluate candidates and may reject the nomination of an individual according to criteria established within or criteria established by the Board of Directors.
- 7) The President will conduct the election of Directors as required in accordance with these bylaws.

b. Tenure Directors:

- 1) All Past Presidents of the IBCA shall have lifetime tenure on the Board of Directors. Upon completing service on the Board of Directors as President of the IBCA, a Past President may consent to lifetime tenure on the Board of Directors. Lifetime tenure is voluntary and consecutive in manner; relinquished lifetime tenure or forfeited lifetime tenure cannot be reinstated.
- 2) The First Board of Directors of the IBCA shall have lifetime tenure on the Board of Directors as described in Section 3.2 (b)1 above.

Section 3.3 Absence: Any Elected Director or Tenure Director who is absent for two (2) consecutive times from any General Board Meetings including the Annual Board Meetings is automatically removed as a Director without further action, upon his/her second absence, making available a vacancy to be filled by regular election. Absences shall be evidenced by a roll call at all Board Meetings.

Section 3.4 Service:

- a. All Directors in any of the aforementioned Director categories agree to abide by IBCA policies and guidelines designed to assist IBCA in complying with state, federal, or other applicable law.

- b. It is a privilege, not a right to serve on the Board of Directors. Throughout his/her tenure, a Director must (1) remain an IBCA member in good standing, (2) adhere to IBCA rules and regulations pertaining to membership conduct, (3) conduct themselves in an exemplary manner such as too favorably reflect on the Board of Directors and IBCA, and (4) refrain from conduct that is detrimental to the interest of IBCA, its programs, policies, objectives and harmonious relationship of its members. A Director's conduct is subject to continual review, and a Director's service on the Board of Directors may be terminated or rejected by the Board of Directors with or without notice and formal hearing.

- c. In case of any vacancy in the Board of Directors by death, resignation, disqualification, increase in number or other cause, the President may appoint a qualified successor to serve until the next general election of Directors whereby the vacancy will be filled by general election.

Section 3.5 Voting, No Proxy: A majority of the number of Directors present shall constitute a quorum for the transaction of business at any meeting of the Board; but if there may be less than a majority of the Directors present at the meeting, a majority of those present may adjourn the meeting from time to time until a quorum shall be present. To exercise voting privileges, a Director must be physically present at a meeting, which privilege cannot be delegated by proxy.

Section 3.6 Manner of Acting: The act of a majority of the Board of Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater member is required by law or by these Bylaws.

Section 3.7 Meetings:

- a. General Meetings: The Board of Directors may hold general meetings whenever called by the President or by two-thirds of the voting Directors. The President must give notice of each General Meeting to each Director by mailing, telephoning, electronically communicating (or by any other means allowed by law) such notice at least 10 days before the meeting, but such notice may be waived by any Director. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a General

Meeting. Any meeting at which every Director may be present, even though without any notice, any business may be transacted.

- b. Annual Meetings: The annual meeting of the Board of Directors ("Annual Board Meeting") shall be held in conjunction with the Annual Membership Meeting, unless otherwise established by the Board of Directors. Notice of the Annual Board Meeting shall be given in the same manner set forth in Article III Section 3.7 (a) above.

Section 3.8 Registration Regulation: Except as otherwise provided herein, the Bylaws and the rules and regulations pertaining to the registration of cattle shall be subject to change only by the Board of Directors.

Section 3.9 Power: The Board of Directors shall have the power and authority to make, amend, repeal and enforce such rules and regulations, not contrary to the law or the Certificate of Incorporation or these Bylaws, as they may deem expedient concerning the conduct, management and activities of IBCA, the admission, classification, qualification, suspension and expulsion of members, removal of officers, the rules and regulations governing the procedure of such suspension and expulsion and removal, the fixing and collecting of dues and fees, regulations regarding maintaining the herd book, registration, expenditures of money, auditing of books and records, contests, sales and social functions, creation of committees and other details relating to the general purposes of IBCA, all, however, subject to the right of the membership to propose revisions or amendments and make recommendations to the Board of Directors regarding such matters at any regular or special meeting of the members, provided the requirements set forth in Article IX, Section 9.2 have been met.

Section 3.10 Compensation: Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each general, special, or annual meeting of the Board; but nothing contained here shall be construed to preclude any Director from serving the IBCA in any other capacity and receiving compensation.

Section 3.11 Informal Action by Directors: Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of

Directors, may be taken without a meeting if a consent in writing, setting out the action so taken, shall be signed by all of the Directors.

Article IV: Elective Officers & Duties:

Section 4.1 Officers. The officers of IBCA shall be a president, one or more vice president, a secretary, a treasurer, and such other officers as may be authorized from time to time by the Board of Directors, who shall be elected by the Board of Directors. The Board of Directors may elect or appoint the other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, to have the authority and perform the duties prescribed by the Board of Directors. Any two or more offices may be held by the same person.

Section 4.2 Election and Term of Office. The officers of the IBCA shall be elected by the Board of Directors at the Annual Meeting of the Board of Directors. If the election of officers shall not be held at such meeting, it shall be held as soon thereafter as is convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold offices for the period of two years and until their successors are elected and qualified. None of said officers may succeed themselves in office more than one time.

Section 4.3 President. The President shall be the chief executive officer of IBCA and shall preside at all meetings of the Board of Directors. The President shall see that the bylaws, rules and regulations of IBCA are enforced, and shall perform all other duties that may be prescribed from time to time by the Board of Directors. The President shall be ex officio member of all committees.

Section 4.4 Vice President: In the absence of a president, the vice president shall have the powers and perform the duties of the President and such other duties as may be prescribed by the Board of Directors.

Section 4.5 Treasurer. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety as the Board of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the IBCA; receive and give receipts for moneys due and payable to the IBCA from any

source, and deposit all such moneys in the name of the IBCA in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and in general perform all the duties incident to the office of treasurer and such other duties as may be assigned to him or her by the President or by the Board of Directors.

Section 4.6 Secretary: The secretary shall keep the minutes of the meetings of the members and of the Board of Directors in books provided for that purpose; see that all notices are given in accordance with the provisions of these bylaws or as required by law; be custodian of the IBCA records and of the seal of the IBCA and see that the seal of the IBCA is affixed to all documents, the execution of which on behalf of the IBCA under its seal is authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member which shall be furnished to the secretary by that member; and in general perform all duties incident to the office of secretary and such other duties may be assigned by the President or by the Board of Directors.

Article V: Appointed Executive Vice President & Appointed Executive Treasurer:

Section 5.1 Appointive Offices: In addition to the officers named in Article IV, Section 4.1, there may be the appointive offices of Executive Vice President and Executive Treasurer of the IBCA. These offices shall be filled by the Board of Directors by appointment of qualified individuals, the term of such appointment to be for a period of no greater than three years, with provision for termination of appointment for cause, which appointment may be renewed by the Board of Directors for successive three-year periods. Other provisions of said appointment, such as salary, shall be on such terms as the Board of Directors, at its discretion, may determine. The offices of Executive Vice President and Treasurer may be held by the same person.

Section 5.2 Duties of Appointed Offices: Duties of Executive Vice President and Executive Treasurer;

Executive Vice President: An Executive Vice President is the chief operating officer of the IBCA, and, pursuant to direction of the Board of Directors, shall implement the actions, decisions and directions of the

Board of Directors. The Executive Vice President shall be ex officio secretary of all committees appointed by the Board of Directors. The Executive Vice President shall make a report of his office to the Board of Directors when demanded and to the membership at the Annual Membership Meeting, and shall perform such other duties as may be prescribed by the Board of Directors from time to time.

Executive Treasurer: An Executive Treasurer is the chief financial officer of the IBCA, and, pursuant to direction of the Board of Directors, shall implement the actions, decisions and directions of the Board of Directors. The Treasurer shall account for the financial condition of IBCA by presenting an independent audit of IBCA accounts at each Annual Membership Meeting and to the Board of Directors when demanded. Also, the Treasurer shall submit to the Board of Directors, at the first meeting following the Annual Membership Meeting, a detailed budget of the proposed and anticipated expenditures for the current fiscal year of IBCA. Upon approval of this said budget, or its modification, it becomes binding upon the officers of IBCA and cannot be exceeded in the total amount set forth by more than 10 percent without a majority vote of the Board of Directors.

Section 5.3 Surety Bonds: The Executive Vice President and the Treasurer and all other officers or employees of the IBCA who may handle any funds of IBCA shall give a surety bond to be furnished at the expense of IBCA for the faithful discharge of his or her duties, if so required by the Board of Directors.

Article VI: Contracts, Checks, Deposits and Funds:

Section 6.1 Contracts: The Board of Directors may authorize any officers, agent or agents of the IBCA, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the IBCA, and such authority may be general or confined to specific instances.

Section 6.2 Checks, Drafts, etc.: All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the IBCA, shall be signed by those officers or agents of the IBCA and in a manner as shall be determined by resolution of the Board of Directors. In the absence of this

determination by the Board of Directors, the instruments shall be signed by the treasurer and countersigned by the president or a vice president of the IBCA.

Section 6.3 Deposits: All funds of the IBCA shall be deposited to the credit of the IBCA in the banks, trust companies or other depositories as the Board of Directors may select.

Section 6.4 Gifts: The Board of Directors may accept on behalf of the IBCA any contribution, gift, bequest or devise for the general purposes or for any special purpose of the IBCA.

Section 6.5 (repealed 8/17/2018).

Article VII: Fiscal/Calendar Year:

Section 7.1 Annual Dues: The fiscal year of the IBCA shall begin on the first day of January and end on the last day of December in each year.

Article VIII: Dues:

Section 8.1 Annual Dues: The Board of Directors may determine the amount of initiation fee, if any, and annual dues payable to the IBCA by members of each class.

Section 8.2 Payment of Dues: Dues shall be payable in advance on the first day of January in each fiscal year.

Section 8.3 Default and Termination of Membership: When any member of any class shall be in default in the payment of dues for a period of sixty (60) days from the beginning of the fiscal year or period for which such dues became payable, his or her membership may be terminated by the Board of Directors in the manner provided in Article II, Section 2.6 of these Bylaws.

Article IX: Amendments:

Section 9.1 Power: The Board of Directors shall have the power to make, amend and repeal the Bylaws of IBCA by two-thirds majority vote of the Directors at any meeting of the Board, subject to the right of the members to propose revisions or amendments and make recommendations to the Board of Directors regarding any such Bylaws in the same manner as provided in Article III, Section 3.9.

Section 9.2 Writing: To be eligible for consideration by the Board of Directors, a proposed amendment to IBCA's bylaws shall be filed in writing with the Board of Directors on or before June 1 of the year of the Annual Board Meeting or, in the case of any other Board of Directors meeting, at least 60 days prior to such meeting, at which time the proposed amendment is to be considered. The proposed draft shall be promptly sent by the President to each individual eligible to vote at a meeting of Directors. The requirement contained in this section may be suspended by the Board of Directors at any regular or special meeting upon a two-thirds majority vote of eligible voters (members in good standing of IBCA) present, provided a quorum is present.

Article X: Indemnification:

Section 10.1 Actions: IBCA shall indemnify, to the fullest extent permitted by these bylaws or the laws of the State of Montana, any person made or threatened to be made a defendant or respondent to any threatened or pending action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the person (a) was or is a director, trustee, officer, employee, member of a committee or member of a council created pursuant to this Official Breeder's Handbook or duly designated by the Board of Directors of IBCA, or (b) was or is serving any other corporation, partnership, joint venture, trust or other business or charitable enterprise as a director, trustee, officer or employee at the specific request of IBCA (hereinafter "indemnitee"). This indemnification is available only if, with respect to the matters made the basis of the underlying action, suit or proceeding, such indemnitee:

1. acted in good faith,
2. acted in a manner he or she reasonably believed to be in the best interests of IBCA, and
3. had no reasonable cause to believe his or her conduct was illegal or unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or on a plea of nolo contendere or its equivalent, shall not of itself, create an irrebuttable presumption that the indemnitee did not meet the requirements set forth above. This indemnity shall include all usual and customary expenses incurred in defense of or response to the action, suit or proceeding including, attorneys' fees, costs, judgments, fines and amounts paid in settlement that are reasonably incurred by such person in connection with such action, suit or proceeding. The indemnification provided herein shall inure to the benefit of the indemnitee and his or her heirs, executors or administrators and shall not be exclusive of any other rights to which the indemnitee may be entitled by virtue of the laws of the State of Montana, any other Bylaw of IBCA, a written agreement with IBCA, or the vote of the Board of Directors of IBCA. Notwithstanding the above provisions, a person shall not be indemnified with respect to any action, suit or proceeding filed by or undertaken by the IBCA against the person to whom indemnity would otherwise be available.

Section 10.2 Conditions Precedent and Rights of IBCA: To preserve this right of indemnity, an indemnitee shall promptly notify IBCA of any actual or threatened action, suit or proceeding, whereupon IBCA shall have the right to, but not the obligation to, assume and direct the defense thereof through attorney(s) selected and paid for by IBCA. If, in its sole discretion, IBCA, determines that the failure of the indemnitee to promptly notify IBCA of any actual or threatened action, suit or proceeding prejudiced the rights of IBCA under this provision, it may deny indemnity to the person to whom indemnity would otherwise be available. The selection of attorney(s) will be subject to the consent of the indemnitee, which consent will not be unreasonably withheld. Any settlement, monetary or otherwise, of the action, suit or proceeding shall require the express consent of the Board of Directors of IBCA, and absent such consent, shall be the sole responsibility of the indemnitee.

Article XI Severability:

Section 11.1 Severability: If any provision of IBCA Bylaws or any rules of regulations adopted by IBCA is held invalid, the invalidity does not affect validity of the remaining provisions or applications of these Bylaws or any adopted rules or regulations and, to this end, any provisions of this Association are severable. If

an unenforceable provision or application is modified or disregarded in accordance with this section 11.1, all other provisions remain in effect as written.

Section 11.2 Repeal or Waiver: If any provision of IBCA Bylaws or Rules or Regulations is repealed or waived by action of the Board of Directors the remaining provisions continue and, for that purpose, are severable.

Article XII Dissolution:

Section 12.1 Assets: Upon the dissolution of the IBCA organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(5) of the Internal Revenue Code of 1986, as amended, and its regulations as in effect currently or as may hereafter be amended, or shall be distributed to the federal government, or to a state or local government, for the public purpose. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the organization is then located, exclusively for the purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

GENERAL RULES AND REGULATIONS:

G100 Amendments: IBCA's rules and regulations, including, but not limited to, membership, fees, finances, and reporting, but excluding those rules and regulations pertaining to registration of cattle, may be amended at any time by change, addition, or repeal by majority vote of the Board of Directors.

G100.1 Requirement of Prior Notice: To be eligible for consideration a proposed amendment shall be filed with IBCA's President thirty (30) days prior to the Board Meeting at which such proposed amendment is to be presented. Such required filing may be waived by the Board of Directors after considering the merits of the proposed amendment.

G100.2 Period of Non-Amendment: A rule or regulation is not subject to amendment by change, addition or repeal until it has been in force for at least two calendar years. That limitation may be waived by the Board of Directors upon finding of extraordinary circumstances that (1) concerns the safety, health or well-being of a person or animal, (2) materially benefits IBCA's programs or its financial stability or (3) involves other compelling circumstances.

G101 General Provisions: Membership: Membership in IBCA is a privilege, not a right, application for which shall be made by procedures prescribed by IBCA. Membership or application therefore, may be terminated or rejected by the Board of Directors for cause detrimental to the interest of IBCA, its programs, policies, objectives and harmonious relationship of its members as determined by the Board of Directors.

Termination or application rejection proceedings under this rule shall be conducted under IBCA's disciplinary procedures for notice, hearing, and temporary suspension. The effect of termination or rejection may be denial of the privileges of IBCA as set forth in IBCA's disciplinary procedure.

G101.1 Not Transferable: An annual membership is not transferable.

G101.2 Renewal: A complimentary renewal notice may be sent to members at their current address according to IBCA records at least thirty (30) days prior to the expiration date of the membership. With or without actual receipt of renewal notice, a member has sole responsibility over his membership status. An annual membership becomes delinquent on February 15th of each year of an unpaid membership and may be reinstated by payment of the current renewal fee, if the applicant otherwise qualifies for membership.

G102 Member Name: The name under which a membership may be obtained may include letters, spaces and marks of punctuation.

G103 Name on Registrations: Registrations must be recorded in the same name as appears on the membership card. If registrations are to be obtained, apply for membership in exactly the same name that registrations are to be recorded, i.e., the name of the individual, the name of a partnership, the corporate name (accompanied by the signature of the authorized agent as it is to appear on applications for registration).

G103.1 Current Membership Required: The record owner or record lessee of the dam of a calf for which a registration application is submitted, must have a current membership at the time the registration application is submitted, or a nonmember registration fee will be assessed.

G104 Membership Name Changes: The name of a membership may be changed to reflect a legal name change of a current member upon request.

G105 Good Standing: While in good standing, all members have equal rights, interests, and responsibilities with respect to IBCA and its property; shall obey and be bound by all bylaws, rules and regulations of IBCA and decisions or actions of the Board of Directors; have the right to vote by personal attendance at membership meetings; and have the right to hold office and committee assignments, except as otherwise limited.

“Membership in good standing” means an individual or other legal entity who has paid the requisite membership fee; is not under current suspension by the Board of Directors; or does not owe a delinquent financial obligation to IBCA for fees or other account payable for which written notice of suspension of membership or participation privileges has been sent.

G106 Nonmembers: Individuals who are nonmembers, but own *Irish Black*[®] and *Irish Red*[®] Cattle, file registration applications and other documents with the IBCA or participate in IBCA events, by such actions and in regard to such transactions, agree to be bound by all bylaws, rules and regulations of IBCA and decisions and actions of the Board of Directors. IBCA reserves the right to reject documents submitted by nonmember who have engaged in acts detrimental to the intent of IBCA, and its programs, policies, objectives, or the harmonious relationship of its members.

G107 Consent: Every member by joining IBCA, or nonmember by purchasing *Irish Black*[®] and *Irish Red*[®] Cattle, filing registration applications or other documents with IBCA or participating in IBCA events, does thereby agree:

G107.1 Expenses of Defense: If unsuccessful in an attempt to overturn IBCA decisions, actions, rules or regulations, to reimburse IBCA for its reasonable attorney's fees, court costs and other expenses in defense of such suit, and

G107.2 Jurisdiction: He/she will not commence any action, whether in law or equity, against IBCA in any courts other than those Federal and State courts located in Missoula County, Montana.

G108 Reciprocal Assistance: As reciprocal assistance to IBCA for privilege of membership, participation in events and ownership of *Irish Black*[®] and *Irish Red*[®] Cattle, IBCA may use any photograph or other form of likeness reproductions of a member, event participant, cattle owner, or their cattle and registered cattle names, to promote IBCA's objectives and activities including, but not limited to, use by third parties with authorization from IBCA.

G109 Data Use: An IBCA member, including a member using IBCA data for commercial purposes, has a duty to preserve and protect the pedigree registry/performance records and the property of IBCA, including, but not limited to, IBCA electronic data made available to members via the IBCA website or other prearranged consensual access thereto, and the duty to use such data only for the purposes for which IBCA has granted conditional license. Publication of such data shall carry the following designation: "This information was provided by the Irish Black[®] Cattle Association from its Official Records."

G110 Cessation: Membership ceases, except as may otherwise be provided in the Official Breeder's Handbook, membership in IBCA shall cease upon the death, resignation or expulsion of a member that is an individual, or upon the dissolution, liquidation, resignation, or expulsion of a member that is an entity.

G111 IBCA Memberships: Membership entitles the recipient to the designated period of eligibility, upon application, qualification, and payment of the requisite fee, the indicated membership privileges and Regular or Life Members are entitled to one vote on membership matters.

G111.1 Regular: Regular annual membership is available, upon application and payment of appropriate fees, memberships may be granted to; individuals, either in their individual name or in the names under which they operate their business; entities, partnerships, corporations, limited liability companies or partnerships, syndicates, joint ventures, estates, trusts, guardianships or other legally recognized entities; only owners of record with the IBCA of IBCA registered or certified cattle may be granted Regular annual membership.

G111.2 Life: Life membership is available, upon application and payment of appropriate fees for any Regular Membership candidate. Life membership shall have the same privileges and requirements as such designation carries with a Regular annual membership;

(1) each officer, representative, director, shareholder, partner, beneficiary and each beneficial owner of a legal entity described above, and as to the estates, trusts, guardianships or other legal entity, the person for whom the entity is created must be eligible for individual membership in IBCA.

(2) a life membership may be amended one time at no charge.

G111.3 Junior: Individual applicants less than 21 years of age may be granted junior membership in the IBCA upon application and payment of appropriate fees. Annual junior membership shall expire upon the attainment of age 21, at which time junior membership may

be converted to regular membership or life membership with payment of appropriate fees.

G111.4 Affiliate: Affiliate membership is available, upon application and payment of appropriate fees for individuals and entities in good standing in the state or country of their incorporation, the officers, representative and all beneficial owners must be eligible for individual membership in IBCA.

G111.5 Nonresident: Nonresident membership is available for individuals who are residents of countries other than the United States, territories and possessions of the United States, or Canada, upon application and payment of appropriate fees.

G112 Notice: Rule, regulation, and policy changes are published in the most recent publication of the Breeder's Official Handbook and the most current changes are published online at www.irishblacks.org. Each member or *Irish Black*[®] and *Irish Red*[®] owner is charged with notice of all rules and regulations.

G113 Availability of fax or email delivery of documents: IBCA offices, directors, or employees are authorized, but not required, to accept a facsimile (fax) transmission or email of an original document, when, in the opinion of IBCA, the sender is (1) the authorized party executing the document or (2) a party having substantial interest in the instant matter who has obtained the original document from the authorized person and so verifies the genuineness of the document in the sender's possession to the satisfaction of IBCA. As a precaution, the fax or emails should be followed by the mailing of the original document, but this requirement is not a condition of accepting the fax or email.

G114 Rule Compliance: Every member, affiliate, their employees, agents and others acting on their behalf has a duty to comply with the rules and regulations established by the IBCA.

G115 Submission of Information to IBCA: Whenever, under these Rules of IBCA, there is a duty or requirement for a member to submit or provide information to the IBCA, such submission shall be truthful, accurate, and verifiable.

FEES:

F100 General: Payment is required to be paid in advance, accompanying requests for services, and payable in U.S. funds only.

F100.1 Address: Mailing address: P.O. Box 7, Arlee, Montana 59821.
FedEx Delivery: 115W. 3rd St., Suite 206, Stevensville, Montana 59870.
Web addresses: www.irishblacks.org and www.irishreds.org.

F100.2 Effect of payment: Through the payment of a membership fee to IBCA, an individual acknowledges that membership in IBCA is voluntary and agrees to be bound by all terms and conditions provided in this Breeder's Official Handbook.

F100.3 Registration Ages: Registration fees are determined by the actual age of the cattle according to the date the application is received in IBCA's office, as evidenced by IBCA's date. EXAMPLE: calving date of April 15, the 12-month deadline is April 15th of the following year.

F101 Nonpayment of fees: Nonpayment of fees is sufficient cause for (1) withholding processing of applications, forms, data or other types of work to be performed by IBCA and/or (2) cancellation of unpaid registrations, transfers, data and other type of work and/or (3) suspension or cancellation of a member's rights and privileges of membership in the IBCA.

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REGISTRATION RULES AND REGULATIONS:

R100 Registration: The official record of cattle registrations of the Irish Black[®] Cattle Association shall be known as the *Irish Black[®]* and *Irish Red[®]* Herd Book. It shall be kept in such form as the Board of Directors deems appropriate.

R100.1 Surrender: The registration of any animal which does not conform with the requirements set forth in these Rules shall become null and void and, upon request by IBCA, the Certificate of Registration shall be surrendered to IBCA for official cancellation.

R100.2 Investigation: Whenever accuracy of a registration application is challenged, the matter may be referred to the Board of Directors for investigation.

R101 Eligible to Register under Members Fees: All Regular, Junior, Nonresident, and Life members are eligible to register cattle with the Irish Black[®] Cattle Association. Affiliate members are not entitled to the privilege of registration.

R102 Registration Process: The sire and dam of any animal for which application for registration is made, must be registered with the Irish Black[®] Cattle Association.

R102.1 Application: A registration application must contain complete information to be accepted for registration with IBCA, including but not limited to; (1) date of birth; (2) animal sex; (3) name of animal; (4) registration numbers of sire and dam; (5) permanent identification marks; (6) name and herd prefix of breeder; (7) indication of twin or other multiple birth; (8) indication of polled,

scurred, or horned; (9) indication of whether calf is the product of AI or embryo transplant; (10) attaching any required certificates.

R102.2 Incomplete: Whenever an application for registration is incomplete and the applicant has failed to provide all required information, such application shall be considered null and void six (6) months after receipt of application by IBCA.

R102.3 Affidavit: Upon sworn affidavit detailing the history and related events, the Board of Directors may consider the evidence submitted and thereby approve an application to register or to transfer by affidavit provided the animal is otherwise eligible for registration in accordance with the provisions of the IBCA.

R102.4 Accepted: Accepted applications shall be assigned a registration number.

R103 Percentage Blood Registration: Any animal produced as a result of crossbreeding where at least one parent is an IBCA registered purebred. Any application for percentage blood registration requires DNA parentage verification. Certificates will quantify verified *Irish Black*[®] and *Irish Red*[®] blood content on the certificate.

R104 Ineligible for Registration: The following occurrences make an animal ineligible for registration;

R104.1 Parentage: Uncertain or unknown parentage, if parentage is in doubt because of uncertain or unknown parentage, DNA-marker-typing or blood-typing by the IBCA shall be required. If through DNA-marker-typing or blood-typing the animal's parentage cannot be correctly confirmed, the animal is not eligible for registration.

R104.2 Color: Skin color must be black or red, exception is made for animals having birthmarks or white hairs on dark skin, underlines of animals may have white markings. Animals exhibiting spots with white skin not connected to the underline, or underline white that travels upward beyond the middle of the animal and/or in front of the front legs, on the head, above the coronet of the leg, or tail, shall not be eligible for registration unless application is for a percentage blood animal.

R104.3 Uncommon blood types: Results of a blood type test that reveal the presence of an uncommon blood type shall not be eligible for registration unless both parents are blood typed and no parentage exclusion exists, or unless the source of the uncommon blood type can otherwise be determined; Notice of uncommon blood type and possible crossbreeding will be given to the animal owner and other interested persons.

R104.4 Genetic abnormalities or defects: Subject to IBCA's policies on genetic defects, an animal determined to exhibit a genetic abnormality or defect shall not be eligible for registration unless such registration notes the defect on its face and is specifically provided for in IBCA's policies.

R105 Artificial Insemination: Any animal resulting from artificial insemination when the owner of record of the female is not the owner of record, or one of the owners of record, of the sire at time of conception then the following rules apply;

R105.1 Semen Labels: It is the responsibility of the owner of record or each individual co-owner of record of a bull used artificially to require each person or organization collecting, processing, and freezing semen to identify the semen and permanently label it before

freezing. Identity must include the registered name and registration number of the bull and the date of collection for the resulting calves to be eligible for registration.

R105.2 DNA Marker Typing: A record of DNA marker type of all bulls that are the source of semen for the purpose of Artificial Insemination must be filed with the IBCA before calves that are sired artificially by such bulls shall be eligible for registration.

R105.3 A.I. Certificate: An A.I. Certificate for each calf to be recorded must accompany the application for registration of the resulting offspring. In the case of multiple births, only one A.I. Certificate is required.

R105.4 Death of A.I. Sires: Calves conceived after the death of a bull shall be eligible for registration under the same conditions and provisions governing the eligibility of calves conceived by artificial insemination prior to the death of said bull.

R106 Embryos: Any animal produced as a result of embryo transfer is required to have DNA parentage verification of both parents to be eligible for registration. The owner of such animal at time of application for registration must provide required proof of parentage DNA via DNA marker type testing at the time of application for registration. Upon DNA parentage verification any animal produced by embryo transfer will be considered the same as an animal produced by natural service and eligible to apply for registration with IBCA.

R107 Cloning: Any animal produced as a result of cloning will not be eligible for registration with IBCA.

R108 Lease Animals: For a lease of an animal to be recognized, written

notice of such lease(s) must be filed with IBCA, signed by both the recorded owner as lessor, and the lessee. The notice shall specify the effective date and the expiration date of the lease. To terminate a lease other than expiration of the lease term, provide written notice to IBCA specifying the termination date, signed by both lessor and lessee, or by a properly executed transfer report which shows a change of ownership from lessor to lessee, signed by the record owner/lessor. No fee is charged for terminating a lease, whether automatic or by subsequent notice.

R109 Identification: Breeders must ensure that the animals they register bear a form of permanent identification;

R109.1 Method: Breeders shall devise a plan or system of permanent identification, utilizing a series of numbers, a series of letters or a combination of both, provided however that permanent identification marks shall be limited to a maximum of five (5) characters per animal. In connection with the arrangement of those five characters, breeders may use only Arabic numbers and capital letters. The use of any other characters, including joined letters, reversed letters, bars, punctuation marks and other types of symbols is not allowed under these Rules.

R109.2 Accepted Permanent Marks: Ear tattoos, freeze brands, and hot brands are accepted permanent marks, alone or in combination with each other.

R109.3 Location: The location of the permanent identification mark(s) of an animal must be noted on the registration application of that animal.

R109.4 Prohibited Use of Identical Identification Marks in Same Calendar Year: No two animals of the same sex, born in the same

calendar year and registered under the name of the first owner, shall be given identical permanent identification marks.

R110 DNA-Marker and/or Blood-Type Testing: Each animal for which a Registration or Transfer application is or has been received by the Association and each animal owned by a member participating in any Association program may be subjected to a DNA marker type test(s) to verify accuracy of parentage, or a blood-type test to determine that the animal or related animals are pure, or, for any other genetic verification purposes deemed necessary by the Board of Directors.

R110.1 Testing Results: When a DNA marker type test and/or a blood-type test are required by a provision, policy or program of IBCA, the Board of Directors may designate approved agencies for such testing, and (1) testing will be obtained by members directly from approved agencies; (2) members have the duty to supply results of required testing to the IBCA.

R110.2 Testing Agencies: The Board of Directors may require that a DNA marker type test and/or a blood-type test be made, by such agencies as it may designate, of any animal which has been alleged to have been incorrectly or incompletely recorded.

R110.3 Cooperation: The owner(s) of record of any animal in question, as well as the owner(s) of the purported sire and dam if necessary, shall afford representatives of IBCA reasonable opportunity to secure blood or other DNA material from the animals involved in any such investigation, including granting such representatives the right to enter their property.

R110.4 Costs: The Chief Operating Officer of the IBCA or the President of the IBCA may determine who shall pay the costs of any

such investigation, including laboratory fees, undertaken pursuant to the provisions of this Rule.

R110.5 Refusal: If a member of the IBCA or an owner(s) of record refuses reasonable opportunity to representatives of the IBCA, or it's designated, agents, to secure blood or other DNA material as set forth in this Rule, the Board of Directors, may in their discretion take action under the provisions of Section V107 or V109.

R111 Transfers: Each transfer of ownership of a registered animal shall be recorded by the IBCA upon submission of a properly completed transfer form, together with the original registration certificate, and requisite fees.

R111.1 Signatures: IBCA will recognize the signature of any one of joint owners if such owner is named on the current registration certificate, except for a transfer by one joint owner (or agent) to him or herself. Additionally IBCA will recognize the signature of any partner when a partnership is the record owner.

R111.2 Alterations: Any alteration or defacement, change or amendment of a transfer report may necessitate verification.

R111.3 Incomplete Form: If a registration certificate and transfer form is delivered to IBCA without sufficient information, the registration certificate will be retained by IBCA until the transfer can be completed and recorded.

R111.4 Transfer of Cow with Calf at Side: If a cow is transferred with a calf at side, the calf must be registered by the party in whose name the cow was registered on the date of birth of the calf, and a separate transfer of the calf is required.

R112 Records: It is the responsibility of every breeder to have and maintain accurately kept records by which, if necessary, the IBCA can verify any information or data submitted, including but not limited to herds, breeding, registration, purchase, or sale of *Irish Black*[®] and *Irish Red*[®] cattle.

R113 Accuracy: All members who apply for registration or transfer of animals in the *Irish Black*[®] and *Irish Red*[®] Herd Book or any submission to the IBCA shall submit only accurate information, based upon properly maintained and verifiable records.

R114 Correction of Errors in Certificates and Transfers: Errors committed by the IBCA shall be corrected free of charge. Inadvertent errors committed by applicants for registrations or transfers shall be corrected at fees as established by the Board of Directors.

R115 Questionable Submissions: Notwithstanding any provision of these Rules, the Board of Directors may determine a submission impacts the integrity of the IBCA and, in the Board's discretion, may direct the deletion and elimination of the submission(s) from IBCA databases. The IBCA will provide written notice to the submitting member with an explanation for the action and afford the impacted member a subsequent opportunity to be heard before the Board of Directors take further action pursuant to Sections V107, V108, or V109.

R116 Surrender of Certificate: Whenever a registered animal is lost by death, destruction, or other means, or is disposed of for slaughter or as a common grade animal, it shall be the obligation of the holder of the Certificate of Registration or Certification to destroy the Original Certificate of such animal and record the date and method of disposition in the holder's Herd Production Records.

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VIOLATIONS

V100 Duty to Cooperate: No person shall refuse to assist IBCA, its officers, or agent's 1) in locating, identifying and inspecting, or to answer promptly and truthfully any inquiry concerning an animal or an ancestor thereof, that has been registered with IBCA, or for which application to register has been made; or 2) to promptly and truthfully give information, in form requested, concerning any IBCA matter to which the person has or may have knowledge.

V101 Courtesy: In furtherance of their official duties, all IBCA representatives shall be treated with courtesy, cooperation and respect, and no person shall direct abusive or threatening conduct or language toward them.

V102 Violation: A member or nonmember shall not conspire with another person or persons to intentionally violate IBCA rules, or to knowingly contribute or cooperate with another person or persons, whether by affirmative action or inaction, to violate IBCA rules.

V103 Truthful Information: All information furnished to IBCA as a basis for any action by IBCA or any of its officers shall be true and correct.

V104 Certificate Ownership: Ownership of an issued registration certificate remains with IBCA; it is issued in reliance on a written application submitted and attested by the owner at time of calving and upon the express condition that IBCA has privilege to correct and/or cancel the certificate for cause under its rules and regulations.

V105 Certificate Changes: No change or alteration of a registration certificate shall be made except by IBCA or its official representative upon

proper showing of the necessity for such change or alteration, by reason of change in color or mistake; nor shall any person display or advertise, or have in his possession, a certificate that has been changed or altered otherwise than by IBCA or on its authority.

V106 Prohibited Acts: The following are prohibited and subject to action by the IBCA under Section V107, V108, or V109;

V106.1 Certificates Pending: No person or entity shall refuse an IBCA request for the return of a registration certificate, either before, after, or pending hearing to determine registration or other IBCA privileges. IBCA may retain possession of a certificate until resolution of the matter for which the certificate was requested;

V106.2 Fraud: No person or entity shall; issue, sell, exchange, give away or receive, or offer a false or fraudulent certificate; produce a document representing the same to be a genuine official certificate for an *Irish Black*[®] or *Irish Red*[®] animal;

V106.3 Misrepresent as Registered: No person or entity shall represent any animal owned or managed by him/her to be IBCA certified or registered unless the same be certified by or registered in the official Herd Book;

V106.4 Switch Animals: No person or entity shall represent as a registered or certified *Irish Black*[®] or *Irish Red*[®] any animal other than the animal for which the certificate was issued;

V106.5 Misrepresent a Registered Animal: No person or entity shall represent or advertise a registered or certified *Irish Black*[®] and *Irish Red*[®] in any manner other than by which the animal is registered.

V106.6 No Alteration: No person or entity shall alter, in any way, change, or attempt to hide or alter natural markings of an animal by surgery, dye or in any other manner. Dehorning of horned or scurred animals is allowed, so long as there is no representation that such animals are polled. Horned or scurred animals must be recorded on the registration application and resulting certificate as horned or scurred and represented as such.

V107 Failure of Members to Comply: Failure of any Regular, Junior, or Life Member of IBCA to comply with its Rules shall be grounds for discipline, including suspension of some or all privileges and rights of membership or expulsion, in accordance with the provisions of the Bylaws of this Association and subject to the discretion of the Board of Directors.

V108 Failure of Affiliates to Comply: Failure of any Affiliate Member of IBCA to comply with its Rules shall be grounds for discipline, including suspension of some or all privileges and rights of membership or expulsion, in accordance with the provisions of the Bylaws of this Association and subject to the discretion of the Board of Directors.

V109 Failure of Nonmember to Comply: Failure of any nonmember to comply with the Rules of IBCA shall be grounds for prohibiting such individuals from participation in any event, program, funded or authorized by the Association or taking any other action, which, in its discretion, the Board of Directors may take.

V110 Notices of Disciplinary Action Taken: In the event that a member has been expelled or disciplined, the IBCA shall publish such fact to the membership in whatever fashion deemed appropriate by the Board of Directors, unless the action taken has occurred during the pendency of an investigation under these Bylaws. In that event, publication shall be left to the discretion of the Board of Directors.

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