

**RED INTERAMERICANA DE ESPECIALISTAS LEGISLACIÓN
AMBIENTAL**

(“RIELA”)

BYLAWS



MAY 16, 2008

1. NAME, REGISTERED OFFICE AND OBJECTIVES

- 1.1. The name of the Association is **RIELA**. RIELA stands for "Red Interamericana de Especialistas en Legislación Ambiental."
- 1.2. RIELA is an unincorporated nonprofit Association and legal entity within the meaning of the laws of the State of Delaware.
- 1.3. RIELA is domiciled in Austin, Texas at 98 San Jacinto Blvd., Ste. 1500, Austin, Texas 78701, c/o Aileen Hooks, Baker Botts L.L.P.
- 1.4. The objectives of RIELA, on a non-exclusive basis, are:

- 1.4.1. to establish an Association of law firms professing knowledge and experience in, among others, environmental law matters;
 - 1.4.2. to provide its members with a better opportunity to address their respective clients' international legal needs;
 - 1.4.3. to provide its members with an opportunity to obtain on an attorney-to-attorney basis from members in other countries prompt and competent advice on legal environmental issues and other related professional matters;
 - 1.4.4. to increase opportunities for international legal business of its members mainly in the environmental law practice area;
 - 1.4.5. to provide information about RIELA and the environmental services and professional assistance available in those countries where RIELA is represented; and
 - 1.4.6. to promote client referral among its members.
- 1.5. RIELA itself shall not perform nor intend to perform any legal work or services.

2. MEMBERSHIP

2.1. In General

- 2.1.1. RIELA members shall be experienced law firms of high reputation in their own communities who have:
 - 2.1.1.1. an environmental legal practice - diversified or specialized - with established international business capabilities; and
 - 2.1.1.2. a demonstrated interest in and commitment to providing efficient environmental legal services to clients of other members in the context of their own legal jurisdictions and business environment.
- 2.1.2. RIELA shall have only one member from each country; provided, with the consent of the existing member(s) for a country and where warranted by special circumstances, an additional member for a country may be added.
- 2.1.3. Membership in RIELA is voluntary and non-exclusive and does not preclude membership in other national or international associations or entities.

2.2. Obligations

- 2.2.1. RIELA members recognize that the respective members are subject to the laws and regulations applicable to them in their respective jurisdictions. Therefore, no vote, resolution or other action taken by the Association shall be legally binding on a member if such action contradicts or would violate laws and regulations in the respective jurisdiction of such member.
- 2.2.2. RIELA members are bound to support the objectives of the Association, including but not limited to, participating regularly at the RIELA General Meetings, participating in RIELA sponsored publications, workshops and/or seminars, contributing regularly with updates on local environmental law developments in their respective jurisdictions to other RIELA members through their newsletters or other periodic emails and, if applicable, paying the prescribed annual dues of the Association.
- 2.2.3. Members shall not use the name “RIELA” as a reference to the Association and/or its activities unless and except to the extent expressly permitted by the Association, provided a member shall be entitled to include a reference to its membership and participation in RIELA on its website and its marketing materials. Any use of the name and logo must be used consistent with the guidelines approved by the Association to the extent that such guidelines do not contradict national legislation or the rules of the recognized professional body in each member's respective country. Furthermore, members must refrain from using the name in contravention of existing rights, if any, of any third party.
- 2.2.4. In case of referral of environmental legal matters, a member who is qualified in a respective jurisdiction and/or substantive law practice area involved is expected to be given preference to such referral, subject however to the paramount need to safeguard the interests of the client and meet client requirements. It is also understood that in each case, the client's existing relationships shall be taken into consideration and, accordingly, it is not the intention of the Association to interfere with such relationships.
- 2.2.5. Members undertake that, in their law practice areas, they will observe all relevant legislation, whether national or local, including all requirements prescribed by the recognized professional body in their respective jurisdictions.
- 2.2.6. RIELA members have the obligation to take all reasonable measures, taking into account cost consideration, in order to protect the name “RIELA” for the benefit of the Association within

their respective jurisdictions and, if feasible, to secure an intellectual property right to the name. Costs incurred to register the name in the jurisdiction must be paid by each individual member itself. If there is more than one law firm in any jurisdiction (whether each firm joins the Association concurrently or consecutively) the Committee shall specify how such obligation in these Bylaws shall be discharged by each of them.

- 2.2.7. Any protected intellectual property right to the RIELA name and logo must be transferred to RIELA free of charge if legally feasible on the condition that the individual member is granted authorization to use the name within the framework of these Bylaws for as long as the member is a member of RIELA. Should a member with the authorization to the name and logo voluntarily resign or be expelled from RIELA for whatever reason, the right to such use is deemed automatically terminated, with such termination having immediate effect. The former member has no right to compensation and will cease using the RIELA trademark and destroy any cards, stationery, marketing or other written materials with the RIELA logo.
- 2.2.8. When applicable, RIELA members are bound to provide at any time obliged to show by documentary evidence, at any time upon request of the Committee, sufficient insurance coverage in compliance with any legal requirements applicable in their respective local jurisdictions;
- 2.2.9. All members must have access to and be connected to e-mail for communication purposes.

2.3. Admission of Members

- 2.3.1. A law firm (the "Candidate") seeking admission as a member following an invitation by a RIELA member shall submit a written application in a form provided to the Candidate by the Committee.
- 2.3.2. The Committee shall examine and investigate the application taking into account all relevant matters and circumstances and shall cause a copy of the application to be circulated to all members together with the Committee's comments and recommendations.
- 2.3.3. The Committee shall consider all comments on a candidacy submitted by the members and received within 21 days of circulation and act accordingly where appropriate.
- 2.3.4. Specifically the Committee shall satisfy itself that the Candidate has significant commitment and experience as well as sufficient insurance coverage to comply with the legal requirements of the Candidate's local jurisdiction, if any.

- 2.3.5. Following satisfactory completion of the above evaluation process the Committee may upon unanimous approval admit the Candidate as a member of RIELA subject to a firm commitment from the Candidate to attend the next RIELA General Meeting.
- 2.3.6. The Candidate shall be considered at the next RIELA General Meeting upon the recommendation of the Committee, pursuant to Article 4.2.4.

2.4. Expulsion of Members

- 2.4.1. Members who violate the rules and guidelines contained in or established pursuant to the By Laws, including but not limited to the provisions dealing with the use of the name and logo of the Association, advertising, publicity, insurance coverage, etc., or which create a risk of liability to RIELA or its members, may be expelled from the Association by action of the members of RIELA.
- 2.4.2. If applicable, members who fail to pay the annual dues to RIELA within a specific period of time set by the Committee may be expelled from the Association by action of the members of RIELA.
- 2.4.3. Members who fail to participate actively in RIELA over a specified period of time, including absences from two consecutive RIELA General Meetings, who fail to comply with RIELA resolutions or whose general reputation or international capabilities in the environmental field are severely compromised to the point where they may adversely affect the service and reputation of RIELA and its members, may be expelled at any time and without notice by action of the members of RIELA.
- 2.4.4. A member may be expelled by a 75% majority vote of RIELA members without the need to substantiate the decision to the expelled member. Members may vote by email sent to or written proxy filed with the Chair not less than one hour prior to the commencement of the meeting of the Association at which a resolution to expel is considered. The Chair's decision on the validity of such email vote or proxy shall be final and binding.
- 2.4.5. Expulsion of members does not relieve the expelled member of the obligation to pay any annual dues or other charges due and unpaid.

2.5. Resignation

- 2.5.1. A member may resign from its membership by filing a written resignation with the Committee. Such resignation shall not relieve the member of the obligation to pay any annual dues or other charges due and unpaid.

3. ORGANIZATION.

- 3.1. The corporate bodies of RIELA are the General Meeting of the Members and the Committee.

4. GENERAL MEETING

4.1. In General

- 4.1.1. In order to maximize the exchange of ideas and information and to extend the contacts among its members, ordinary General Meetings shall be held once a year. The Committee may call extraordinary meetings, as needed, to be held by telephone or in person.
- 4.1.2. At each RIELA General Meeting the date and place of the next General Meeting shall be determined. For each RIELA General Meeting a host shall be appointed. Unless otherwise decided by the membership, the RIELA General Meeting shall be hosted by a member in the city in which the host member has an office. The host organizes the RIELA General Meeting in cooperation with the Committee.
- 4.1.3. Law firms considered candidates of RIELA may be invited by the Committee for a RIELA General Meeting as observers in order to become acquainted with existing members as well as the nature and business of RIELA.
- 4.1.4. Written notices stating place, date and hours of the RIELA General Meeting shall be distributed by the Committee by e-mail, telefax or courier to the members not less than 30 days prior to RIELA General Meeting.
- 4.1.5. Proposals for the agenda from members to be considered at a RIELA General Meeting must be received by the Chair of the Committee at least 20 days prior to the General Meeting.
- 4.1.6. Written agenda for the RIELA General Meeting shall be distributed by the Committee by e-mail, telefax or courier to the members not later than 7 days before each General Meeting.
- 4.1.7. At each RIELA General Meeting the accounts for the preceding year are to be submitted and adopted after the presentation of a financial report.

4.2. Competence of the General Meeting

- 4.2.1. The General Meeting is competent for the conduct of all the business that is not specifically delegated to another corporate body.
- 4.2.2. Each member firm shall only have one vote regardless of how many representatives are present. Members may vote by email sent to or written proxy filed with the Chair not less than one hour prior to the commencement of the meeting of the Association. The Chair's decision on the validity of such email vote or proxy shall be final and binding.
- 4.2.3. Subject to the following specific provisions, the General Meeting decides by simple majority of the members present or voting by proxy, provided there is also a simple majority of the Members present or voting by proxy.
- 4.2.4. Decisions concerning the admission of a member according to Article 2.3 as well as expulsions based on Article 2.4 require a 75% majority vote of members (excluding the member being considered for expulsion). Members may vote by written proxy filed with the Chair not less than one hour prior to the commencement of the meeting of the Association at which a resolution to expel is considered. The Chair's decision on the validity of such proxy shall be final and binding.
- 4.2.5. A 75% majority vote of members is needed for imposition of annual dues and for amendment of the Bylaws. Members may vote by email sent to or written proxy filed with the Chair not less than one hour prior to the commencement of the meeting of the Association at which a resolution to expel is considered. The Chair's decision on the validity of such email vote or proxy shall be final and binding.

5. COMMITTEE

5.1. In General

- 5.1.1. The Committee shall consist of up to five (5) members, a Chair, Vice Chairs, a Secretary and a Treasurer, who shall be elected by the members at a General Meeting, except as set forth in Article 5.1.5.
- 5.1.2. The members of the Committee are elected for a two-year period, except that the term of the members elected at the initial election shall be staggered as set forth in Article 5.1.4. Committee

members may be re-elected; provided, however, no member can serve in the same position for more than two successive terms at a time.

- 5.1.3. The Committee decides by simple majority.
- 5.1.4. The Committee members shall have the following initial terms: Chair - 2 years, First Vice Chair - 3 years, Second Vice Chair - 2 years, Treasurer - 2 years, Secretary - 3 years. Following the initial term, terms for all Committee members shall be 2 years.
- 5.1.5. The elections for Committee member positions having terms that will expire before the following RIELA General Meeting shall take place at each RIELA General Meeting. If the office of the Chair or Secretary becomes vacant in advance of a General Meeting for any reason, the members of RIELA shall elect a person to fill the unexpired term by email or telephone vote, such election to be called by the Chair or, if there be no Chair, the First Vice Chair. If the office of any other Committee Member becomes vacant in advance of a General Meeting, the members of RIELA may fill the vacancy as they, by majority decision or consensus, deem proper.
- 5.1.6. The Chair shall be the chief executive officer of the Association. The Chair shall preside at all meetings of the Committee members and all meetings of the members of RIELA. The Chair shall be responsible for general and active management of the business and affairs of the Association, shall see that all decisions and resolutions of RIELA are carried into effect, and shall perform such other duties as the membership of RIELA or the Committee shall prescribe. In the absence of the appointment of a Treasurer, the duties of Treasurer shall be performed by the Chair. In the absence of the Chair, or in the event of the inability or refusal of the Chair to act, the First Vice Chair or such other Officer of RIELA as the Committee shall designate shall perform the duties of the Chair.
- 5.1.7. Each Vice Chair shall have such powers and perform such duties as the membership of RIELA or the Committee may from time to time prescribe or as the Chair may from time to time delegate to such Vice Chair.
- 5.1.8. The Secretary shall participate in person or by telephone in all meetings of the members of RIELA and all meetings of the Committee and record all votes and the minutes of all proceedings in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Committee or RIELA and shall perform such other duties as may be prescribed by the members of RIELA or the Chair. The Secretary shall see that

all books, reports, statements, certificates and other documents and records required by law to be kept or filed are properly kept or filed, as the case may be.

- 5.1.9. The Treasurer shall have the custody of the any funds of the Association and shall keep full and accurate accounts of any receipts and disbursements of the Association. The Treasurer shall be responsible for preparing such budgets and accounts as the Association shall from time to time require, assisting and cooperating with matters contained or referred to in Article 6 and other responsibilities as the Committee or membership of RIELA shall from time to time prescribe.
- 5.1.10. In these Bylaws the expression "Officer of RIELA" shall mean persons who are at the relevant time members of the Committee.

5.2. Competence of the Committee

- 5.2.1. The Committee manages RIELA following decisions of the General Meeting.
- 5.2.2. The Committee may adopt rules for its own governance. Such rules must be consistent with the Bylaws and all resolutions of the General Meeting.

5.3. Engagement of Others

- 5.3.1. The Committee may (at the cost of, and within a budget approved in advance by, RIELA General Meeting) appoint an individual to be responsible for carrying out certain administrative duties of the Committee.
- 5.3.2. Any third party so engaged may be required to appear in person or by telephone at the request of the Committee before the members at a RIELA General Meeting for the purposes of answering any questions as to his/her functions, terms of engagement and work in relation to his/her duties on behalf of RIELA. Accordingly any terms of engagement shall include such a requirement.
- 5.3.3. The engagement of any third party is subject to the budgetary control of the members at RIELA General Meetings. The terms of engagement shall not exceed a fixed term of 12 months but may be renewable for a similar or lesser term.
- 5.3.4. Terms of engagement shall only be offered as a consulting agreement. There shall be nothing in such offers that may constitute or be construed as constituting or establishing an employment or agency relationship.

5.3.5. The Committee has the right to appoint subcommittees of members to deal with certain issues or projects.

6. QUALITY ASSURANCE. RIELA requires its members to adhere to standards of professional service which are of first class quality to assist in the provision of such service the following procedures will be observed:

6.1. Admission of a new member shall only be upon recommendation of an existing member save in exceptional circumstances specifically approved by the Committee by a unanimous vote its members.

6.2. Prompt reply and attention shall be given by a member to any communication received from another member.

6.3. All members in their dealing with other members shall act in a courteous and polite manner at all times.

7. FINANCES

7.1. If annual dues are required, such annual dues shall be fixed at the RIELA General Meeting taking into consideration the financial requirements and objectives of the Association.

7.2. At each RIELA General Meeting, the Committee shall present the accounts for the previous calendar year for approval and any proposal to revise the amount (and proposals, if any, for changes) of the annual dues.

7.3. At each RIELA General Meeting, the Committee shall present the budget for the coming calendar year for approval together with any proposal to revise the annual dues.

7.4. Sufficient and materially correct records shall be maintained concerning financial transactions. The Committee has the right to acquire and pay for bookkeeping services from a third party, provided sufficient funds exist from annual dues payments and within the Association's budget.

7.5. Notwithstanding the provisions of Article 7.1, the Committee may in its absolute discretion) permit a member to pay an amount for annual dues less than the dues fixed at the RIELA General Meeting if the Committee determines that there are exceptional circumstances for so doing.

8. LIABILITY

8.1. Each member is a separate entity that performs its own work independently for its clients and is solely responsible for the quality of its work. No member of RIELA accepts legal responsibility for another firm's or attorney's work.

- 8.2.** The Association shall be bound by the joint signatures of two members of the Committee or by the signature of the Chair following the written approval of the Committee, provided there shall be no liability of the Association for financial expenditures that are not reflected in, or that are in excess of, the Association's budget approved by the RIELA General Meeting.
- 8.3.** The Association shall only be bound by contract or representation made or given by the Committee or with the specific written authority of the Committee. Any member who acts or purports to act in contravention of this Article 8 provision shall indemnify, hold harmless and defend RIELA and its members from and against any and all claims based upon such acts. This provision is solely for the benefit of RIELA and shall confer no right or benefit on any third party.
- 8.4.** Liabilities of the Association are covered only by its own assets. The firms as members and the individuals representing such firms are not personally liable.

9. MISCELLANEOUS

9.1. Publicity

- 9.1.1. Members shall ensure at all times that no act or omission by them or any member of their law firm represents or implies that RIELA constitutes a partnership of law firms or a partnership of one or more members of RIELA or that any member of RIELA has any legal, professional, or other liability for the acts or omissions of any other member of RIELA.
- 9.1.2. Informational and marketing material about RIELA and the members must contain the following information:
- “RIELA is an association of independent law firms. The members are independent law firms carefully selected for their reputations, expertise, and professionalism. RIELA does not itself practice law, nor are the members affiliated together in any manner in the practice of law. Each member is solely responsible for the quality of the legal services it renders to its clients.”***
- 9.1.3. RIELA may decide to actively promote itself and its members with the objective of attracting business opportunities for the members. Such promotion must be consistent with the applicable laws and codes of conduct in the respective jurisdictions of the members.

9.2. Advisory Council

- 9.2.1. The Committee may be assisted by an Advisory Council.
- 9.2.2. The Advisory Council shall give support and advice to the corporate bodies of RIELA, in relation to the planning and execution of the activities of RIELA. Their proposals shall serve as a guide in the decision-making process of the Committee.
- 9.2.3. The Advisory Council shall consist of a minimum of four (4) up to maximum of thirty (30) members, who shall be prestigious persons in the scientific, academic or corporate area who adhere to RIELA principles and objectives, or any individual who has actively contributed to the activities of RIELA, with the exclusion of non-RIELA law firms.
- 9.2.4. The Advisory Council members are elected by the Committee, for a three-year period. The members may be re-elected indefinitely. In case of leave, resignation, death, temporary or permanent absence, the Committee may appoint another person to fill that vacancy. The Committee appoints the Chairperson of the Advisory Council.
- 9.2.5. The members of the Advisory Council must be able to respond to requests for assistance from the Committee in a timely manner, and to contribute in other ways such as attending RIELA member meetings, etc.
- 9.2.6. The meeting of the Advisory Council shall be convened once a year, on the same date selected for the RIELA General Meeting, and shall be headed by the Chairperson of the Council. The quorum for any meeting of the Council shall consist of a simple majority of the members, and decisions shall be adopted by the absolute majority of the members present
- 9.2.7. The members of the Advisory Council may vote by email sent to the Chairperson of the Council not less than one hour prior to the commencement of the relevant meeting. The Chairperson's decision on the validity of such email vote shall be final and binding for all the members of the Council.
- 9.2.8. Council's decisions shall be submitted to the Committee's consideration as soon possible but in any case not later than 30 days following their approval.

10. DISSOLUTION

- 10.1.** In case of a dissolution of the Association, the RIELA General Meeting will decide how any assets are to be distributed in accordance with the objectives of RIELA.

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