

**BY-LAWS of
CIVITAS LANCASTER
A Pennsylvania Non-Profit Organization
As adopted on June 14, 2019**

Article I

Name and Address

The name of this organization shall be Civitas Lancaster (the “**Club**”). Its mailing address shall be PO Box 8135, Lancaster PA 17604-8135. It shall conduct business within Lancaster County, PA at locations determined by its Board of Directors.

Article II

Purposes

This Club is organized exclusively for charitable and educational purposes as defined in Section 501(c)(3) of the Internal Revenue Code, including, without limitation, for the purposes of:

- a) Promoting fellowship among its members.
- b) Serving humanity through the sponsorship of worthwhile projects in local communities.
- c) Furthering the American way of life through ethical participation in our free enterprise system and active participation in our democratic form of government.

Powers

The Club shall have the power, directly or indirectly, alone or in conjunction or cooperation with others, to do any and all lawful acts which may be necessary or convenient to affect the charitable purposes, for which the Club is organized, and to aid or assist other organizations or persons whose activities further accomplish, foster, or attain such purposes. The powers of the Club may include, but not be limited to, the acceptance of contributions from the public and private sectors, whether financial or in-kind contributions.

Article III

Membership

Section 1. Eligibility

Any person who is sponsored by a current member and is considered by the membership and the Board of Directors to be of good personal and professional reputation and demonstrates an alignment with the purposes of the Club shall be eligible for membership regardless of race, creed, age, sex or national origin (each a “**Member**”). Members shall

possess all of the rights and responsibilities that a “Member” possesses under the Pennsylvania Nonprofit Corporation Law of 1988, 15 Pa.C.S. §5101 et Seq. (“**PaNCL**”).

Section 2. Vesting of Membership

Membership in this Club may be vested in any individual, firm, partnership or corporation. If a membership is vested in a firm, partnership or corporation, all representatives from that organization to the Club must conform to the eligibility requirements of Section 1 of this Article, and can be changed or transferred only with the consent and approval of the Board of Directors.

Section 3. Procedure for Election

Application for membership must be submitted to the Board of Directors by the prospective new Member. Upon receipt and approval of the application, the Board of Directors shall immediately give notice to the current Members of the name of the prospective Member by first class mail or by email. Each notice shall be accompanied by a notice that any Member having an objection to the admission of such prospective Member shall, within ten (10) days of receiving such notice, file such position in writing with the Club Secretary before acceptance of the prospective Member by the Board of Directors.

The above provisions having been carried out, the Board of Directors shall vote to accept or reject such prospective Member; acceptance to be an affirmative vote of a majority of the entire membership of the Board of Directors. When and if objections are filed, the Board of Directors shall give such objections due consideration. The Board of Directors reserves the right to elect or reject, but under no circumstance shall objections be considered unless made in writing as above set out.

Section 4. Voting by Club on Application

In the event of disagreement on the Board of Directors as to admission of any applicant for membership, upon the request of two members of the Board, a vote of the Club must be taken upon the question of admission or rejection of the applicant. In any such vote, an affirmative vote of a majority (51%) of the Members present shall be required to elect the applicant to membership. Such vote may be taken only when every Member shall have been notified in writing that such vote is to be taken.

Section 5. Guest Privileges

Members are permitted to bring guests to the regular meetings of the Club except to those meetings that are for Members only, and for which Members have received proper notice.

Section 6. Expelling of Members.

The Board of Directors shall have the power by a three-fourths vote of the entire Board, to expel Members of this Club from membership for;

- a. Failure to pay obligations due the Club after demand has been made in writing by the Treasurer. The Board shall have the power, however, to extend the time of payment of such obligations for more than thirty days

where considerations of equity and fairness entitle the member to such extension.

And/or not meeting two of the three participation criteria below;

- b. Non-participation on committees or in fundraising activities prior to the fundraiser, which shall be considered by the Board of Directors to be non-participation in view of the circumstances in question;
- c. Non-attendance at Club fund-raising events;
- d. Not selling a minimum of 10 tickets to the annual chicken barbecue fundraiser and not selling a minimum number of tickets set by the Board of Directors for any other fundraisers requiring ticket sales;
- e. Loss of eligibility status as defined in Article III, section 1; or
- f. Violations of law, such as but no limited to sexual harassment, conflicts of interest, theft or other actions/behaviors deemed by the Board of Directors to be detrimental to the Club.

Before any Member can be expelled, the Board of Directors shall notify him or her at least ten days prior to the Board meeting at which such charges are to be considered, said Member to be given an opportunity by said notice to appear before said meeting in defense of said charges.

Section 7. Resignation

The resignation in good standing of a Member shall become operative upon delivery of the same to the President, the Secretary, or Treasurer, in writing, and its acceptance by the Board of Directors.

Section 8. Disposition of Fees and Dues

Any Member who resigns or forfeits his or her membership in any of the ways herein provided shall also forfeit any fees or dues he or she may have paid to the Club, subject to the right of the Board of Directors in its discretion to waive such forfeiture in any individual case.

Meetings of the Members

Section 9. Annual Meeting

The annual meeting of the Members shall be held in April, on such date and at such time as may be selected by the Board of Directors. The purpose of the meeting shall be to transact such business as may properly come before the meeting.

Section 10. Special Meetings

The Board, with approval of a majority vote (51%) of the Board of Directors, may call special meetings of the Members whenever deemed necessary or desirable. The Board of Directors shall call a special meeting of the Members upon petition signed by not less than twenty percent (20%) of the Members who are eligible to vote at the time of presentation of the petition to the Board of Directors.

Section 11. Location and Notice

Member meetings shall be held at such place as shall be prescribed by the Board of Directors. Written notice via first class mail, publication, facsimile transmission, e-mail or other electronic communication to the Member's facsimile number or address for e-mail or other electronic communications supplied by Member shall be given to each Member at least five (5) days prior to the day named for the meeting.

Section 12. Quorum and Voting

The presence of one-fifth (20%) of the Members shall comprise a quorum for the transaction of business at any meeting of the Members. The majority vote of such Members who are present and in good standing and eligible to vote at any meeting at which there is a quorum shall be the acts of the Members unless a larger vote is required by these by-laws. If at any meeting of the Members a quorum is not present, a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time the original meeting was called.

Section 13. Unanimous Consent of the Members

Any action required or permitted at any meeting of the Members may be taken without a meeting, without prior notice and without a vote, if all the Members of the Club who are in good standing and eligible to vote consent thereto in writing. Said written consent shall be filed with or entered upon the records of the Club and shall have the same effect as a vote for all purposes.

Article IV

Board of Directors

Section 1. Administration

The administration of the affairs of the Club shall be vested in a board of directors (as referred to herein, the "**Board of Directors**" or "**Board**"). The Board of Directors shall be responsible for establishing policy and goals for the Club, and shall have full power to conduct, manage, and direct the business and affairs of the Club; and all powers of the Club are hereby granted to and vested in the Board of Directors, except for such powers as are reserved to the Members under the PaNCL, or as otherwise expressly provided in these by-laws.

Section 2. Number, Terms and Composition of the Board

The Board of Directors of the Club shall be elected by the Members and shall consist of eight (8) directors (each, a "**Director**"), four of whom shall be elected annually in odd-

numbered years and four of whom shall be elected annually in even-numbered years at the annual meeting of the Members in April to serve for a two year term, commencing with the next ensuing July first, and until their successors have qualified.

Section 3. Organization

At every meeting of the Board of Directors, the Chair of the Board (or, in the case of a vacancy in the office or absence of the Chair, the President) shall preside, and the Secretary (or, in the absence of the Secretary, any person appointed by the chairman of the meeting) shall act as Secretary.

Section 4. Resignation

Any member of the Board of Directors may resign at any time by giving written notice to the President or the Secretary of the Club. Such resignation shall take effect on the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Annual Meeting

The annual meeting shall be held in April on such date and at such time as the Board of Directors may fix. At such meeting, the Board of Directors shall transact such business as may properly be brought before the meeting.

Section 6. Regular Meetings

Regular meetings of the Board of Directors may be held at such time and place as shall be designated from time to time by resolution of the Board of Directors. If the date fixed for any such regular meeting be a legal holiday under the laws of the state where such meeting is to be held, then the same shall be held on the next succeeding business day, not a Saturday or Sunday, or at such other time as may be determined by resolution of the Board of Directors. At such meetings, the Directors shall transact such business as may properly be brought before the meeting. Notice of regular meetings need not be given unless otherwise required by law or these bylaws.

Section 7. Special Meetings

Special meetings of the Board of Directors shall be held whenever called by the Chair of the Board or by two or more of the Directors.

Section 8. Location and Notice

Board of Directors meetings shall be held at such place as shall be prescribed by the Board of Directors. Written notice via first class mail, publication, facsimile transmission, e-mail or other electronic communication to the Director's facsimile number or address for e-mail or other electronic communications supplied by the Director shall be given to each Director at least five (5) days prior to the day named for the meeting, except in cases of special meetings, where such notice may be given at least twenty-four (24) hours in advance (in the case of notice by telephone).

Section 9. Quorum and Voting

Except as otherwise provided in these by-laws, a majority of the Directors in office shall be present at each meeting in order to constitute a quorum for the transaction of business. Except as otherwise specified in the Articles of Incorporation or these by-laws, or provided by statute, the majority vote of such Directors present at any meeting at which there is a quorum shall be the acts of the Board of Directors. Except as otherwise provided by law, in the absence of a quorum, a majority of the Directors present and voting may adjourn the meeting from time to time until a quorum is present.

Section 10. Unanimous Consent of Board Members

Any action required or permitted at any meeting of the Board of Directors may be taken without a meeting, without prior notice and without a vote if all the Directors of the Club consent thereto in writing. Said written consent shall be filed with or entered upon the records of the Club and shall have the same effect as a vote for all purposes.

Section 11. Attendance at Board Meetings

In the event that any member of the Board of Directors shall be absent from two consecutive meetings of the Board, the Board may, if it deems the reasons for such absence to be insufficient, declare the Board membership of such delinquent officer or Director to be vacant.

Section 12. Conference Telephone Meetings

One or more persons may participate in a meeting of the Board of Directors or of a committee of the Board of Directors by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 12 shall constitute presence in person at such meeting.

Section 13. Term Limits

The Chair of the Board may not be elected as a member of the Board of Directors until they are out of office for at least one year. Members of the Board of Directors may serve no more than 3 consecutive terms in the Director position.

Section 14. Compensation

The Directors shall not be compensated for their services as such. Directors shall be reimbursed for actual expenditures incurred while acting on behalf of the Club upon presentation of receipts of such expenditures to the Treasurer.

Section 15. Removal

Any Director who is not acting in a manner that promotes the purposes of the Club may be removed by the affirmative vote of a majority of the Members at a meeting where quorum is present.

Article V

Committees

Section 1. Generally

The Board of Directors may, by a resolution adopted in accordance with these by-laws, establish one or more committees consisting of one or more of the Directors of the Club as the Board of Directors may, in the exercise of its discretion, deem necessary or desirable for the business of the Club. A Director of the Club shall lead each committee. The Board of Directors may designate one or more Members of the Club as members of any committee. Any such committee, to the extent provided in such resolution or in these by-laws, shall have and exercise the authority of the Board of Directors in the management of the business and affairs of the Club. In no event shall a committee exceed the exercise of authority granted to it by the Board of Directors. Additional persons who are not Directors or Members may be appointed as advisors to committees of the Board of Directors in the discretion of the Board of Directors, provided each such non-director or Member shall serve in an advisory capacity only, without vote, and shall not be considered to be a member of any committee.

Executive Committee

Section 2. Composition

The President, the Vice President, the Treasurer and the Secretary shall constitute the Executive Committee of the Club. The President shall be the Chair of the Executive Committee.

Section 3. Responsibilities

The Executive Committee shall be charged with making plans for the operation of the Club activities, shall devise plans for providing for the financial requirements of the Club, and shall be charged with such duties as may be assigned or delegated to it from time to time by the Board of Directors. The Executive Committee shall meet as necessary.

Article VI

Officers

Section 1. Number and Qualifications

The officers of the Club shall be a Chair of the Board, President, Vice President, Secretary, Treasurer, and such other officers as may be elected in accordance with the provisions of Section 2. Any number of offices may be held by the same person. Officers may, but need not, be Directors of the Club. The officers shall, however, be

natural persons of majority age. Notwithstanding the foregoing, the Chair of the Board shall not be a Director of the Club.

Section 2. Election and Term of Office

Except as hereinafter provided, the officers of the Club shall be elected annually by the Board of Directors at the annual meeting of the Members in April, and each such officer shall hold office for period of two years, commencing with the next ensuing July first, and until their successors have qualified or until his or her earlier death, resignation, or removal.

Section 3. Re-Election

Any officer may serve for as many consecutive terms as the officer is elected.

Section 4. Resignation

Any officer, committee member, employee or other agent of the Club may resign at any time by giving written notice to the President or the Secretary of the Club. Such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Removal

Any officer, committee member, employee or other agent of the Club may be removed, either for or without cause, by the Board of Directors or other authority which elected, retained or appointed such officer, committee or other agent whenever in the judgment of such authority the best interests of the Club will be served thereby, but such removal shall be without prejudice to the contract rights of any person so removed.

Section 6. Vacancies

If the office of any officer becomes vacant for any reason, the Board of Directors may appoint a successor or successors, who shall hold office for the unexpired term in respect of which such vacancy occurred.

Section 7. Chair of the Board

The Chair of the Board shall be the immediate past President who shall serve a two year term immediately following their two year term as President. The Chair of the Board shall preside at all meetings of the Board of Directors and shall be entitled to vote at the meetings of said Board only in the case of a tie.

Section 8. President

The President will serve a two year term immediately following their two year term as Vice President. The President shall preside at all meetings of the Club and shall perform all duties as are necessary and incident to the proper administration of the affairs of the Club, except such duties as are specifically delegated herein to other officers. He or she shall be charged with the responsibility of assigning to various officers and directors the supervision of such committees as the Board of Directors may designate, and of supervising the functioning of all officers, directors and committees.

Section 9. Vice-President

The Vice President will serve a two year term. The Vice President will be elected after serving a minimum of two years as a Director. The Vice President shall serve as assistant to the President in the administration of the affairs of the Club, and shall perform such specific duties as may be assigned to him/her by the President. In the absence of the President from meetings of the Club, Vice President shall preside at meetings of the Club. If the Vice President is unable to preside in the absence of the President, any current Board officer or Director or past President may be asked to preside. If for any reason the president shall fail to select a Vice-President on any particular occasion, such selection shall be made by the Board of Directors.

Section 10. Secretary

The Secretary shall, under the direction of the Board of Directors, keep all records of the business transactions of the Club, send notices of all meetings to members, committees and directors of the Club, make necessary arrangements for all such meetings, arrange for publication of the official Club bulletin, maintain a complete roster, maintain the social and fraternal relations with allied Clubs, and perform such other duties as ordinarily pertain to the office of Secretary or shall be prescribed by the Board of Directors. The Secretary shall give such bond (to be paid for by the Club) as may be required by the Board of Directors.

Section 11. Treasurer

The Treasurer shall have custody of the Club's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Club. The Treasurer shall make disbursements as per budget and with Board approval, taking proper vouchers for such disbursements. The Treasurer shall render to the officers and directors, at the regular meetings of the Board, an account of his/her transactions and the financial statement. The Treasurer shall cause the proper financial forms to be filed with the appropriate government agencies.

An annual financial statement of the Club shall be prepared by an independent Certified Public Accountant. Such financial statement may be compiled, reviewed or audited based on the minimum requirements of the Pennsylvania Bureau of Charitable Organizations.

Article VII

Standard of Care

Section 1. Liability of members of the Board of Directors.

- (a) Director as a Fiduciary. A member of the Board of Directors of the Club stands in a fiduciary relation to the Club and shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in

good faith, in a manner he or she reasonably believes to be in the best interests of the Club and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Director shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data in each case prepared or presented by any of the following:

- (1) One or more officers or employees of the Club whom the Director reasonably believes to be reliable and competent in the matters presented.
- (2) Counsel, public accountants or other persons as to matters which the Director reasonably believes to be within the professional or expert competence of such person.
- (3) A committee of the Board upon which he or she does not serve, duly designed in accordance with the law, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

- (b) Consideration of Factors. In discharging the duties of their respective positions, the Board of Directors, committee of the Board and individual Directors may, in considering the best interest of the Club, consider the effects of any action upon employees, upon suppliers of programs and members of the Club and upon communities in which services are performed, and all other pertinent factors. The consideration of those factors shall not constitute a violation of Subsection (a) hereof.
- (c) Presumption. Absent breach of fiduciary duty, lack of good faith or self-dealing, actions taken as a Director or any failure to take any action shall be presumed to be in the best interest of the Club.
- (d) Conditions of Director's Liability. Accordingly, a member of the Board of Directors of this Club shall not be personally liable for monetary damages as such for any action taken, or any failure to take any action unless:

- (1) The Director has breached or failed to perform the duties of his or her office under the provisions of Subparagraph (a), (b), and/or (c) of this Section 1.; and
 - (2) The breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.
- (e) Criminal Law Violation and Non-Payment of Tax Exceptions.
The provision of Subparagraph (d) of this section 1., shall not apply to:
- (1) The responsibility or liability of a Director pursuant to any criminal law; or
 - (2) The liability of a Director for the payment of taxes pursuant to local, state or federal law.

Indemnification

Section 2. Scope of Indemnification

- (a) The Club shall indemnify an indemnified representative against any liability incurred in connection with any proceeding in which the indemnified representative may be involved as a party or otherwise, by reason of the fact that such person is or was serving in an indemnified capacity, including, without limitation, liabilities resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except where such indemnification is expressly prohibited by applicable law; or, where the conduct of the indemnified representative has been finally determined:
- (1) To constitute willful misconduct or recklessness within the meaning of Section 5746(b) of Title 15 of the Pennsylvania Statutes or any superseding provision of law sufficient in the circumstances to bar indemnification against liabilities arising from the conduct; or
 - (2) To be based upon or attributable to the receipt by the indemnified representative from the Club of a personal benefit to which the indemnified representative is not legally entitled; or
 - (3) To constitute liability pursuant to any criminal statute; or
 - (4) To constitute liability for the payment of taxes pursuant to Federal, State or local law; or
 - (5) To the extent such indemnification has been finally determined in a final adjudication pursuant to Section 7, to be otherwise unlawful.

- (b) If an indemnified representative is entitled to indemnification in respect of a portion, but not all, of any liabilities to which such person may be subject, the Club shall indemnify such indemnified representative to the maximum extent for such portion of the liabilities.
- (c) The termination of a 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 indemnified representative is not entitled to indemnification.
- (d) For purpose of this Article:

"indemnified capacity" means any and all past, present and future service by an indemnified representative in one or more capacities as a Director, officer, or agent of the Club, or, at the request of the Club, as a Director, officer, employee, agent or fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise;

"indemnified representative" means any and all directors, officers and committee persons and any other person expressly designated as an indemnified representative by the Board of Directors of the Club (which may, but need not, include any person serving at the request of the Club, a Director, officer, agent, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise);

"liability" means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense of any nature (including, without limitation, attorneys' fees and disbursement); and

"proceeding" means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Club or otherwise.

Section 3. Proceedings Initiated by Indemnified Representatives

Notwithstanding any other provision of this Article, the Club shall not indemnify under this Article an indemnified representative for any liability incurred in a proceeding initiated (which shall not be deemed to include counterclaims or affirmative defenses) or participated in as an intervenor or amicus curiae by the person seeking indemnification unless such initiation of or participation in the proceeding is authorized, either before or after its commencement, by the affirmative vote of a majority of the directors in office who were not parties to the action or proceeding. This Section 3 does not apply to reimbursement of expenses incurred in successfully prosecuting or defending an arbitration under Section 7 or otherwise successfully prosecuting or defending the rights of an indemnified representative granted by or pursuant to this Article.

Section 4. Advancing Expenses

The Club shall pay the expenses (including attorneys' fees and disbursements) incurred in good faith by an indemnified representative in advance of the final disposition of a proceeding described in Section 2 or Section 3 upon the receipt of an undertaking by or on behalf of the indemnified representative to repay such amount if it shall ultimately be determined pursuant to Section 7 that such person is not entitled to be indemnified by the Club pursuant to this Article. The financial ability of an indemnified representative to repay an advance shall not be a prerequisite to the making of such advance.

Section 5. Securing of Indemnification Obligations

To further effect, satisfy or secure the indemnification obligations provided herein or otherwise, the Club may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant as security interest in any assets or properties of the Club, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Board of Directors shall deem appropriate. Absent fraud, the determination of the Board of Directors with respect to such amounts, costs, terms and conditions shall be conclusive and shall not be subject to voidability.

Section 6. Payment of Indemnification

An indemnified representative shall be entitled to indemnification within forty-five (45) days after a written request for indemnification has been delivered to the Secretary of the Club.

Section 7. Arbitration

Any dispute related to the right to indemnification or advancement of expenses as provided under this Article shall be decided only by arbitration in the metropolitan area in which the principal executive offices of the Club are located, in accordance with the commercial arbitration rules of the American Arbitration Association then in effect, before a panel of three (3) arbitrators, one of whom shall be selected by the Club, the second of whom shall be selected by the indemnified representative and the third of whom shall be selected by the other two (2) arbitrators. In the absence of the American Arbitration Association, or if for any reason arbitration under the arbitration rules of the American Arbitration Association cannot be initiated, and one of the parties fails or refuses to select an arbitrator, or the arbitrators selected by the Club and the indemnified representative cannot agree on the selection of the third arbitrator within thirty (30) days after such time as the Club and the indemnified representative have each been notified of the selection of the other's arbitrator, the necessary arbitrator or arbitrators shall be selected by the presiding judge of the court of general jurisdiction in such metropolitan area. The party or parties challenging the right of an indemnified representative to the benefits of this Article shall have the burden of proof. The Club shall reimburse an indemnified representative for expenses (including attorneys' fees and disbursements) incurred in successfully prosecuting or defending such arbitration. Any award entered by the arbitrator shall be final, binding and non-appealable and judgment may be entered thereon by any party in accordance with applicable law in any court of competent

jurisdiction, except that the Club shall be entitled to interpose as a defense in any such judicial enforcement proceeding any prior final judicial determination adverse to the indemnified representative under Section 2(b) in a proceeding not directly involving indemnification under this Article. This arbitration provision shall be specifically enforceable.

Section 8. Contribution

If the indemnification provided for in this Article or otherwise is unavailable for any reason in respect of any liability or portion thereof, the Club shall contribute to the liabilities to which the indemnified representative may be subject in such proportion as is appropriate to reflect the intent of this Article or otherwise.

Section 9. Discharge of Duty

An indemnified representative shall be deemed to have discharged such person's duty to the Club if he or she has relied in good faith on information, advice or an opinion, report or statement prepared by:

- (a) One or more officers or employees of the Club whom the indemnified representative reasonably believes to be reliable and competent with respect to the matter presented;
- (b) Legal counsel, public accountants or other persons as to matters that the indemnified representative reasonably believes are within the person's professional or expert competence; or
- (c) A committee of the Board of Directors on which he or she does not serve as to matters within its area of designated authority, which committee he or she reasonably believes to merit confidence.

Section 10. Mandatory Indemnification of Directors, Officers, Employees and Agents

To the extent that a Director, officer, employee or agent of the Club has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5741 or Section 5742 of Title 15 of the Pennsylvania Statutes or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 11. Contract Rights; Amendment or Repeal

All rights under this Article shall be deemed a contract between the Club and the indemnified representative pursuant to which the Club and each indemnified representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

Section 12. Scope of Article

The rights granted by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be

entitled under any statute, agreement, vote of disinterested Directors or otherwise, both as to action in an official capacity and as to action in any other capacity. The indemnification, contribution and advancement of expenses provided by or granted pursuant to this Article shall continue as to a person who has ceased to be an indemnified representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of such a person.

Section 13. Reliance on Provisions

Each person who shall act as an indemnified representative of the Club shall be deemed to be doing so in reliance upon the rights provided by this Article.

Section 14. Interpretation

The provisions of this Article are intended to constitute bylaws authorized by Sections 5741 through 5750 of Title 15 of the Pennsylvania Statutes.

Article VIII

Club Fiscal Year

The Club's fiscal year shall begin on July first and close on June thirtieth.

Article IX

Amendments

Except where approval by the Members is required by law, these by-laws may be amended at any meeting of the Board of Directors by a two thirds vote of all Board members present, provided that a copy of the proposed amendment shall have been provided to every member of the Board and Member at least ten days prior to the meeting at which it is to be voted on. Changes or modifications in such proposed amendment germane to such proposal may be adopted at such Board meeting without further notice.

Article X

Dissolution

The Club may be dissolved by a two-thirds vote of the Members. Format of said vote shall be conducted in whatever manner deemed most appropriate by the Board of Directors to reach as many members as possible (aka, members present at special meeting or electronic vote is acceptable). Said vote or meeting will be called by the Board of Directors for consideration of the question of dissolution. Notice of said vote or meeting must be provided to all Members of the Club at least ten days prior.

In the event of dissolution, the remaining assets of the Club, after winding down of affairs and payment of outstanding obligations, shall be donated to a cause or association as designated by the Board of Directors.