

**BY-LAWS OF**  
**MERRYALL MANSE**  
**A PENNSYLVANIA NONPROFIT CORPORATION**

**ARTICLE I - NAME AND MISSION**

Name. The name of the Corporation shall be MERRYALL MANSE.

Mission. The mission of MERRYALL MANSE is to undertake the stewardship of the Real Estate known as MERRYALL MANSE, consisting of approximately sixty-four (64) acres located in Wyalusing Township, Bradford County, Pennsylvania, upon which are located a house, a barn, and other outbuildings, together with any additional real estate which may be acquired by the Corporation, maintaining it as a gathering place for its community of family and friends in a way that fosters relationship to the past, the mutual sharing of present lives, and contributions to the heritage for which it is the sanctuary.

Mission Background. The incorporators intend by forming this Corporation that it shall undertake the stewardship of the environment in which the character, essence, and heritage of the Merryall Manse Community can thrive. The actual character, essence, and heritage of the Community are for the living members to examine, create, and decide for themselves and for their times.

The environment is more than just the house, the land, and the relics. The intent behind the stewardship is that the physical property be maintained for the benefit of the Merryall Manse Community as a symbolic and practical center for family traditions of honor, responsibility, generosity and hospitality for as long as it is practicable to do so.

As regards the relics in which the essence of the past and present community can be felt, the Corporation affirms that the intention of its stewardship is that the relics be cherished and honored by, contributed to and shared with, the living; that the property be an ever-evolving environment for the living amidst the echoes of past Members.

The shifting of the responsibility for stewardship of the Manse Property from the family to the Corporation is in response to the complications that arise from the natural expansion of the family over several generations and to facilitate its transition into a gathering place for an increasingly numerous and far-flung set of descendants and their friends. As a Community for which this property is cared for expands, diversifies, and disperses it is increasingly important that the responsibility for the management of the property remains in a single enduring entity. A nonprofit corporation can more easily assume the burden of stewardship than an individual or a group of individuals, can legally exist in perpetuity bound to a specific mission even though individuals come and go, and can more readily act in accord with that mission without being unduly swayed by the influence or absence of any single person.

## **ARTICLE II - SEAL**

Seal. The Corporate Seal shall have inscribed thereon the name of the Corporation, the year of its organization and the words “Corporate Seal, Pennsylvania.”

## **ARTICLE III - BOARD OF TRUSTEES**

General Powers. The business and affairs of this Corporation shall be managed, in accordance with the Corporation’s mission, by its Board of Trustees, twelve (12) in number, who shall be natural persons of full age, who shall have visited the Manse at least once, and at least

eight (8) of whom shall, at all times, be descendants of Darwin Lewis Cook, born April 1, 1815, and Adelia Lewis, born July 2, 1823, the parents of Milton Lewis Cook, who was the last permanent resident of the MERRYALL MANSE; or descendants of Thomas Thomas, born June 14, 1812, and Mary Evans, born April 15, 1822, the parents of Mary Delphine Thomas, wife of Milton Lewis Cook.

Election and Tenure. The twelve (12) Trustees shall be divided into six (6) groups, each of which shall consist of two (2) Trustees. One group of Trustees shall be elected each year at the annual meeting (all Trustees, including those whose terms are expiring, shall vote in such election) to succeed those whose terms expire in that year, and to serve for a term of six (6) years and until their respective successors shall be elected and shall qualify. To establish the staggered terms contemplated hereby, the initial groups of Trustees shall be elected for terms of one, two, three, four, five, and six years respectively. Trustees shall not be eligible for re-election as such after serving two (2) consecutive full six-year terms, but shall be eligible for re-election after the lapse of one or more twelve-month periods following the termination of their Trusteeship.

No Trustee may, during his or her tenure on the Board, also be both a Steward (as defined in Article VII) and a Tenant (as defined in Article VIII).

Annual Meeting. The annual meeting of the Board of Trustees shall be held in July each year. The annual meeting shall be on such day in said month as the Board may determine. The secretary shall give each Trustee written notice of the date, time, and place of the annual meeting of the Board not less than thirty (30) days prior thereto. The annual meeting shall be the annual organization meeting at which the Board shall organize itself and elect Trustees and Officers for the ensuing year, and may transact any other business.

Regular Meetings. The Board of Trustees may provide by resolution the time and place, either within or without the Commonwealth of Pennsylvania, for the holding of additional regular meetings of the Board.

Special Meetings. Special meetings of the Board of Trustees may be called by or at the request of the Board Chairperson, the President, or one quarter of the Trustees then in office. Only business related to the purposes set forth in the notice of meeting may be transacted at a special meeting.

All Meetings. All meetings may take place either in person, by conference telephone call, or any generally available means of communication, whether physical, electronic, or otherwise, that is accessible to all Trustees and to all interested members of the Merryall Manse Community. All meetings shall be open to all Members of the Merryall Manse Community who wish to attend. Any meeting which takes place by electronic means, such as email, may last for numerous days until all Trustees and all interested Members of the Merryall Manse Community have had the opportunity to receive each others email and respond if desired.

Notice. At least thirty (30) days notice of any annual or regular meeting of the Board of Trustees and at least fourteen (14) days notice of any special meeting of the Board of Trustees shall be delivered personally or sent by mail, facsimile transmission, or email to each Trustee at his or her address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered three (3) days after deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by facsimile transmission or email, such notice shall be deemed to be delivered upon transmission. The attendance of a Trustee at any meeting shall constitute a waiver of notice of such meeting, except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully

called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws. In addition, notice of all meetings shall be posted prominently in a public place using generally available means of communication, whether physical, electronic, or otherwise, that is generally accessible to Members of the Merryall Manse Community.

Quorum. Two-thirds of the filled seats on the Board of Trustees shall constitute a quorum for the transaction of business at any meeting of the Board.

Manner of Acting. The act of eight (8) Trustees at a meeting at which a quorum is present, shall be the act of the Board of Trustees, unless the act of a lesser or greater number is required by law or by these Bylaws. Voting by email, as part of a meeting being held by email, or any other generally available means of communication that is accessible to all Trustees and all interested Members of the Merryall Manse Community, shall be permitted. Voting by proxy shall not be permitted. Any action required or permitted to be taken by the Board of Trustees or any committee thereof may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Trustees.

Telephone Conference. Members of the Board of Trustees or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

Board Chairperson. The Board of Trustees may at any time appoint one of its members as Board Chairperson, who shall serve at the pleasure of the Board and who shall perform and execute such duties and powers as may be conferred upon or assigned to him or her by the Board or these Bylaws, but who shall not by reason of performing and executing these duties and powers be deemed an Officer or employee of the Corporation.

Organization. At every meeting of the Board of Trustees, the Board Chairperson if one has been selected and is present, or, if not, the President, or in their absence a chairman chosen by a majority of the Trustees present, shall act as chairman; and the Secretary, or in his or her absence an Assistant Secretary, or in their absence a person appointed by the chairman, shall act as secretary.

Vacancies. Any vacancy on the Board of Trustees as a result of death, resignation, or removal, only, may be filled at any meeting by a majority vote of the remaining Trustees. Each person so elected shall serve the unexpired portion of the term of the Trustee whom he or she is replacing. The occurrence of a vacancy on the Board and the subsequent process of filling such vacancy shall be made known to the Members of the Merryall Manse Community by generally available means of communication, whether physical, electronic, or otherwise, that is generally accessible to the Members of the Merryall Manse Community.

Resignations. Any Trustee may resign at any time by giving written notice to the Board of Trustees, the President, or the Secretary. Any such resignation shall take effect at the time such notice is received 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.

Removal. Any Trustee may be removed from the Board at any time by vote of the Board, without assigning any cause for the removal, by notice from the Board to the Trustee so removed.

Compensation. Trustees shall not receive any compensation for their services, except that Trustees may receive reimbursement for their reasonable out-of-pocket expenses in connection with the performance of their duties. Nothing herein contained shall be construed to preclude any Trustee from serving the Corporation as an Officer, or in any other capacity, and receiving compensation therefor.

No Interest in Assets. No Trustee shall possess any property right in or to the property of the Corporation. Further, no part of any net earnings of the Corporation shall enure to the benefit of or be distributable to any of the Trustees or any other private individual.

Standard of Care. Each Trustee of the Corporation shall stand in a fiduciary relation to the Corporation and shall perform his/her duties as a Trustee, including his/her duties as a member of any committee of the Board upon which he/she may serve, in good faith, in a manner he/she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his/her duties, a Trustee 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:

- A. One or more Officers or employees of the Corporation whom the Trustee reasonably believes to be reliable and competent in the matters presented.
- B. Counsel, public accountants, or other persons as to matters which the Trustee reasonably believes to be within the professional or expert competence of such person;
- C. A committee of the Board upon which he/she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Trustee reasonably believes to merit confidence.

A Trustee shall not be considered to be acting in good faith if he/she has knowledge concerning the matter in question that would cause his/her reliance to be unwarranted.

Personal Liability of Trustees. A Trustee of the Corporation shall not be personally liable, as such, for monetary damages for any action taken unless:

- A. The Trustee has breached or failed to perform the duties of his office, as set forth in the preceding section hereof, or otherwise imposed by law; and
- B. The breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness.

The provisions of this section shall not apply to:

- C. The responsibility or liability of a Trustee pursuant to any criminal statute; or
- D. The liability of a Trustee for the payment of taxes pursuant to Federal, state, or local law.

#### **ARTICLE IV - MERRYALL MANSE COMMUNITY**

Community Membership. Members of the MERRYALL MANSE COMMUNITY are all the descendents of Darwin Lewis Cook and Adelia Lewis, and Thomas Thomas and Mary Evans, and their invited friends and family. All Members are encouraged and welcome to participate in and enjoy the assets held by the Corporation in a way that embraces the core values of the Corporation's mission. Members do not have duties. They have tacit human obligations of hospitality and good will towards the other Members of the community.



## **ARTICLE V - COMMITTEES**

Executive Committee. The Executive Committee shall consist of the President, Treasurer, and Secretary, and one other Trustee elected by the Board. The Members of the Executive Committee shall serve at the pleasure of the Board. Vacancies may be filled by the Board of Trustees at any meeting.

Subject to applicable law, and any resolution of the Board of Trustees, the Executive Committee shall have and may exercise at all times when the Board is not in session, all the power and authority of the Board in the management and control of the business, property, and affairs of the Corporation, subject always to review, approval, or countermand by the Board. The forgoing notwithstanding, the Executive Committee shall not have authority over fundamental changes in the Corporation, including, but not limited to, changing the Corporation's mission statement, sale or mortgage of corporate real estate, or dissolution of the Corporation.

Establishment and Powers. The Board of Trustees, by resolution adopted thereby, may designate one or more additional committees, each of which shall consist of two or more Trustees, and such other, if any, Members of the Merryall Manse Community as the Board may designate, which committees, to the extent provided in such resolution and permitted by law, shall have and exercise the authority of the Board of Trustees in the management of the business and affairs of the Corporation.

Term. Each committee of the Board shall serve at the pleasure of the Board.

## **ARTICLE VI - OFFICERS**

Officers. The Officers of the Corporation shall be a President, a Secretary, and a Treasurer, and may include one or more Vice Presidents, and such other Officers as the Board of Trustees shall

deem desirable, such Officers to have the authority and perform the duties prescribed from time to time by the Board of Trustees.

Election and Term of Office. The Officers of the Corporation shall be elected annually by the Board of Trustees at the Annual Meeting of the Board of Trustees. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. New offices may be created and filled at any meeting of the Board of Trustees. Each Officer shall hold office until his or her successor shall have been duly elected and qualified. Any number of offices may be held by the same person, except that the office of President and the office of Treasurer shall not be held by the same person.

Salaries. The salaries of all Officers of the Corporation shall be fixed by the Board of Trustees by resolution, or by authority conferred by resolution of the Board. The board also may fix the salaries or other compensation of assistant Officers, agents and employees of the Corporation, but in the absence of such action this function shall be performed by the Executive Committee.

Removal. Any Officer elected or appointed by the Board of Trustees may be removed by the Board of Trustees whenever in its judgment the best interests of the Corporation would be served thereby.

Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise shall be filled by the Board of Trustees.

President. The President shall be the principal executive Officer of the Corporation and shall have general supervision over the business and affairs of the Corporation, subject, however, to the control of the Board of Trustees. In the absence or disability or refusal to preside of the Board Chairperson, the President shall preside at meetings of the Board of Trustees. He or she may sign, with the Secretary or any other proper Officer of the Corporation authorized by the Board of

Trustees, any deeds, mortgages, bonds, contracts or other instruments which the Board of Trustees has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by these Bylaws or by statute to some other Officer or agent of the Corporation, and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed from time to time by the Board of Trustees.

Vice Presidents. In the absence or disability or refusal to act of the President, the Vice President designated by the President shall perform all of the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Trustees or these by-laws.

Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article XII of these Bylaws and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Trustees. If required by the Board of Trustees, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Trustees shall determine. The Treasurer's books shall be made available periodically for independent audit.

Secretary. The Secretary shall keep the minutes of the meetings of the Board of Trustees in one or more books provided for that purpose, and shall post copies thereof using generally available means of communication, whether physical, electronic, or otherwise, that is generally accessible to

the Members of the Merryall Manse Community; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of corporate records, and in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Trustees. He/she shall keep in safe custody the corporate seal of the Corporation, and may affix the same to any instrument requiring it and attest the same.

Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Trustees. If required by the Board of Trustees, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Trustees shall determine.

## **ARTICLE VII - EMPLOYEES**

Steward. The Executive Committee shall arrange for the services of a steward, who will be primarily responsible for the maintenance, repair, and upkeep of the real estate of the Corporation. It is preferable, but not required, that the steward be a Member of the MERRYALL MANSE COMMUNITY. Also, the steward may be, but is not required to be, a tenant of the real estate of the Corporation.

Duties of Steward. The duties of the steward include, but not are limited to:

- Arrange for mowing of the grounds and fields;
- Arrange for forwarding mail which is delivered to the real estate,

as appropriate;

- Monitor and maintain the safety and function of the real estate, informing the Executive Committee of any needed repairs;
- Maintain qualification of the real estate for preferential tax assessment under Pennsylvania Act 319 (Clean and Green), or any successor law that may be beneficial to the fulfillment of the Corporation's mission;
- Monitor and authorize the periodic cutting and clearing of the right-of-way under the power lines and telephone lines by the utility company to minimize the removal or disfigurement of the existing trees;
- Ensure the proper posting of the property border;
- Supervise arrangements for permission to hunt, fish, or trap on the property;
- Protect the safety of the water supply, including the removal of animals from the spring cistern;
- Make arrangements for farm activities, including farming and timbering;
- Be the Representative of the MERRYALL MANSE COMMUNITY by being neighborly, friendly, and helpful to surrounding property owners and to the public at large.

Additional Employees: The Executive Committee may, from time to time, employ such additional agents, employees, or independent contractors as deemed advisable, prescribing their duties, conditions of employment, and compensation.

## **ARTICLE VIII - TENANTS**

The Executive Committee may rent the real estate of the Corporation to one or more tenants as is deemed advisable, prescribing the terms and conditions of the tenancy, including the rental to be paid to the Corporation. The Executive Committee shall be selective in its choice of a tenant, in light of the mission of the Corporation and the property. No more than two (2) Members of the Board of Trustees may be Tenants at any one time.

## **ARTICLE IX - DISSOLUTION**

The Corporation may be dissolved by the affirmative vote of nine (9) Trustees. From the first consideration of dissolution by the Board, the Secretary shall make available, in addition to minutes of all meetings, any information, transactions, discussions, or ideas related to the contemplated dissolution, using a generally available means of communication, whether physical, electronic, or otherwise, that is generally accessible to the Members of the Merryall Manse Community. Reasonable efforts should be made to make this information available to as many Community Members as possible. The Corporation may not be dissolved until a period of two (2) years has elapsed during which the Board shall have considered comments and alternatives to dissolution presented from the Merryall Manse Community. In the event of termination, dissolution, or winding up of the Corporation, in any manner or for any reason whatsoever, its assets, after payment of or provision for its debts and obligations, shall be distributed, as determined by the Board of Trustees, for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or any successor provision. Notwithstanding the forgoing, none of the assets of the Corporation shall be distributed to any organization in which any Member of the Board of Trustees, or their immediate family members, has any financial or material interest.

## **ARTICLE X - BOOKS AND RECORDS**

Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the meetings of the Board of Trustees and of committees having any of the authority of the Board of Trustees and shall keep at the Corporation's registered or principal office a record giving the names and addresses of the Trustees entitled to vote. All books and records of the Corporation may be inspected by any Member of the Merryall Manse Community, or by any Trustee, or his or her agent or attorney, for any proper purpose at any reasonable time.

## **ARTICLE XI - WAIVER OF NOTICE**

Waiver of Notice. Whenever any notice is required to be given under the provisions of the Nonprofit Corporation Law of the Commonwealth of Pennsylvania or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance of a person at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business on the ground that the meeting was not lawfully called or convened.

## **ARTICLE XII - CONTRACTS, CHECKS, DEPOSITS, GIFTS AND BORROWING**

Contracts. The Board of Trustees may from time to time authorize any Officer or Officers, agent or agents of the Corporation, singly or jointly or in any other manner, to enter into any

contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. All such contracts shall be in furtherance of the mission of the Corporation.

Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer or Officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Trustees.

Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Trustees may select.

Gifts. The Board of Trustees may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

Borrowing, etc. No Officer, agent or employee of the Corporation shall have any power or authority to borrow money on its behalf, to pledge its credit, or to mortgage or pledge its real or personal property, except within the scope and to the extent of the authority delegated by resolution of the Board of Trustees. Authority may be given by the Board for any of the above purposes and may be general or limited to specific instances.

### **ARTICLE XIII - ANNUAL REPORT**

Annual Report. The Board of Trustees shall present annually, for the benefit of the Members of the Merryall Manse Community, a report verified by the President and Treasurer or by a majority of the Trustees, showing in appropriate detail the following:



A. The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year immediately preceding the date of the report.

B. The principal changes in assets and liabilities including trust funds, during the year immediately preceding the date of the report.

C. The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Corporation.

D. The expenses or disbursements of the Corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Corporation.

This report shall be filed with the minutes of the meeting of the Members.

#### **ARTICLE XIV - INDEMNIFICATION**

Indemnification. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or proceeding, including actions by or in the right of the Corporation, whether civil, criminal, administrative, or investigative, by reason of the fact that such person is or was a Trustee or Officer of the Corporation or is or was serving, while a Trustee or Officer of the Corporation, at the request of the Corporation, as a representative of another Corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees) judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best

interests of the Corporation, and, with respect to any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

Procedure for Effecting Indemnification. Unless ordered by a Court, any indemnification hereunder shall be made by the Corporation only as authorized in the specific case, upon a determination that indemnification of the Trustee or Officer is proper in the circumstances because such person has met the applicable standard of conduct set forth herein.

Mandatory Indemnification. Notwithstanding any contrary provision of these bylaws, to the extent that a Trustee or Officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to above, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Advancing Expenses. Expenses (including attorney's fees) incurred by a Trustee or Officer of the Corporation in defending a civil or criminal action, suit, or proceeding, described above, may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding, as authorized by the Board of Trustees in a specific case, upon receipt of an undertaking by or on behalf of the Trustee or Officer to repay the amount if it is ultimately determined that he is not entitled to be indemnified by the Corporation as authorized by this Article.

Other rights. The indemnification and advancement of expenses provided by or pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Corporation's Articles of Incorporation, any insurance or other agreement, vote of Trustees, or otherwise, both as to actions in their official capacity and as to actions in another capacity while holding the office of Trustee or

Officer of the Corporation, and shall continue as to a person who has ceased to be a Trustee or Officer and shall enure to the benefit of the heirs and personal representatives of such person.

Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Trustee or Officer of the Corporation or is or was serving at the request of the Corporation as a representative of another Corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against that liability under the provisions of these bylaws or applicable law.

Security Fund; Indemnity Agreements. By action of the Board of Trustees (notwithstanding their interest in the transaction) the Corporation may create and fund a trust or fund of any nature, and may enter into agreements with its Trustees, Officers, employees and agents for the purpose of securing or insuring in any manner its obligation to indemnify or advance expenses provided for in this Article.

Modification. The duties of the Corporation to indemnify and to advance expenses to a Trustee or Officer provided in this Article shall be in the nature of a contract between the Corporation and each such Trustee or Officer, and no amendment or repeal of any provision of this Article, and no amendment or termination of any trust or other fund created pursuant hereto shall alter, to the detriment of such Trustee or Officer, the right of such person to the advance of expenses or indemnification related to a claim based on an act or failure to act which took place prior to such amendment, repeal or termination.

## **ARTICLE XV - AMENDMENT OF BYLAWS**

Amendment. To the extent permitted by law, bylaws may be adopted, amended, or repealed by the affirmative vote of nine (9) Trustees at a regular or special meeting of the Board of Trustees, at which a quorum is present, provided written notice of the substance of the proposed adoption, amendment, or repeal is given to all Trustees at least thirty (30) days before the meeting.