

**BY-LAWS
OF
KENESETH ISRAEL CEMETERY ASSOCIATION
OF
ALLENTOWN, PENNSYLVANIA**

The KENESETH ISRAEL CEMETERY ASSOCIATION of Allentown, Pennsylvania is a non-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania. These By-Laws are adopted by KENESETH ISRAEL CEMETERY ASSOCIATION of Allentown, Pennsylvania and are supplemental to the Pennsylvania Nonprofit Corporation Law of 1988, as the same shall from time to time be in effect.

ARTICLE I

NAME AND LOCATION

Section 1. The name of this organization shall be “KENESETH ISRAEL CEMETERY ASSOCIATION” (hereinafter referred to as the “KI Cemetery”).

Section 2. The location and post office address of its registered office in this Commonwealth is 2227 West Chew Street, Allentown, PA 18104.

Section 3. The location of the KI Cemetery is in South Whitehall Township, Pennsylvania, west of the intersection of Filbert and Coolidge Streets.

ARTICLE II

INCORPORATION, PURPOSE AND OTHER LEGAL REQUIREMENTS

Section 1. The primary purpose for which the KI Cemetery is formed as a non-profit corporation is to conduct and maintain a cemetery or burial ground for the burial of members of Congregation Keneseth Israel of Allentown, Pennsylvania and their families and other persons of the Jewish faith and their families. The KI Cemetery shall be conducted in accordance with the fundamental principles of Reform Judaism, not contemplating pecuniary gain or profit incidental or otherwise to its members.

Section 2. The term for which the KI Cemetery is to exist shall be perpetual.

Section 3. All funds arising from sale of burial rights in the KI Cemetery, interment fees, sodding fees, any other income and any endowment gifts, shall be set apart for perpetual care, preservation, repair, renewal and capital expenditures of the buildings and property of the KI Cemetery.

Section 4. All net sums of the KI Cemetery shall be invested in a manner determined by the Board of Directors.

ARTICLE III

MEMBERSHIP

Section 1. All persons who are voting members in good standing of Congregation Keneseth Israel in Allentown, Pennsylvania shall be members of the KI Cemetery.

Section 2. Membership in the KI Cemetery is personal and not a property right. Membership shall not be transferable by assignment, sale, bequest, devise, or inheritance.

ARTICLE IV

DUES

Section 1. There shall be no dues charged for membership in the KI Cemetery.

ARTICLE V

BOARD OF DIRECTORS

Section 1. The management and administration of the affairs of the KI Cemetery shall be vested in a Board of Directors consisting of not less than six (6) nor more than twelve (12) persons. Members of the Board of Directors shall be members of Congregation Keneseth Israel who are at least twenty-one (21) years of age. Each member of the Board of Directors shall serve for a three-year

term, insofar as possible, so that the terms of one-third (1/3) of the members of the Board of Directors shall expire each year. There is no limit on the number of terms a Director may serve, consecutive or otherwise. In addition, the Rabbi of Congregation Keneseth Israel shall serve as a non-voting, ex-officio member of the Board of Directors and the president of Congregation Keneseth Israel shall serve as a voting, ex-officio member of the Board of Directors.

Section 2. All members, upon the recommendation of the Nominating Committee of the KI Cemetery, shall by a majority of those present at the Cemetery's annual meeting and voting, elect persons to serve on the Board of Directors. The Nominating Committee shall report its slate of candidates to the members at least thirty (30) days prior to the date of the annual meeting.

Section 3. Nomination for any Director may also be made by petition of twenty-five (25) members in good standing, provided said nominations are filed with the Board of Directors at least twenty (20) days prior to the annual meeting. The Association will then send out the petition to the members no later than fifteen (15) days before the meeting. No nominations will be accepted from the floor during the meeting.

Section 4. The Board of Directors of the KI Cemetery shall by a majority of those present and voting, elect from among the Directors a President, a Vice President, a Secretary, a Treasurer and such additional officers as the Board of Directors may deem necessary.

Section 5. In the event that the office of an officer or member of the Board of Directors shall become vacant, the remaining members of the Board of Directors shall immediately fill such vacancy for the unexpired term.

Section 6. The Board of Directors of the KI Cemetery shall have the following powers and duties, to:

- (a) manage the affairs of the KI Cemetery;
- (b) employ such person(s) as may be deemed necessary for the successful prosecution of the purposes of the KI Cemetery;
- (c) provide reports and updates from time to time to the Board of Trustees of Congregation Keneseth Israel at its regularly scheduled board meetings; and to provide to the members a financial statement each year, as prepared in accordance with generally accepted accounting principles.

(d) establish rates for the purchase of burial rights for both members and non-members of Congregation Keneseth Israel;

(e) enter into contracts, debts and obligations in connection with the operation, maintenance and improvement of the KI Cemetery;

(f) as deemed appropriate by the KI Cemetery, provide grants to Congregation Keneseth Israel annually to defray the Congregation's incremental costs of insurance for the KI Cemetery, bookkeeping services provided on behalf of the KI Cemetery and other administrative costs provided by the Congregation to the KI Cemetery.

(g) appoint financial advisors and/or agents and to approve the investment strategy of the KI Cemetery, as the Board of Directors deems appropriate.

ARTICLE VI

QUORUM AND MAJORITY VOTE

Section 1. A quorum for the purpose of holding any meeting of the Board of Directors shall be a majority of the members of the Board of Directors entitled to vote. A quorum for the purpose of holding any meeting of the general membership shall be the lesser of seventy-five (75) members entitled to vote or fifty-one (51) percent of the general membership entitled to vote.

Section 2. A majority of the members present shall be required to pass any motion at any meeting of the members or Board of Directors, unless otherwise provided.

ARTICLE VII

GRAVES AND BURIAL RESTRICTIONS

Section 1. Only Jews, or their estate, whether or not they are members of Congregation Keneseth Israel, may purchase burial rights certificates in the KI Cemetery. For the purchase of a single grave only a Jewish person may be buried in such grave. For the purchase of a family plot, non-Jewish family members of the

Jewish owner of burial rights, regardless of the degree of separation from such owner, may be buried in the owner's family plot. Should there be a question as to the qualification for such burial the Rabbi of Congregation Keneseth Israel shall make the determination to permit or not permit burial in the KI Cemetery. (Amended June 11, 2019)

Section 2. The Rabbi or other clergy of Congregation Keneseth Israel shall perform all religious services at the KI Cemetery, unless the family requests other Jewish clergy. Jewish laymen may participate in burials or other religious services at the KI Cemetery, but only after consultation with the clergy of Congregation Keneseth Israel. Clergy or laymen of other faiths may participate in burials or other religious services regarding non-Jewish family members of a Jewish burial rights owner, but only with the guidance and presence of Jewish clergy.

Section 3. All burials shall be in accordance with accepted Jewish practices, as determined by the Rabbi of Congregation Keneseth Israel. Burials may not take place on Shabbat or other Jewish holy days.

Section 4. Each grave must be identified with a permanent monument, the purchase, installation and maintenance of which is the responsibility of the plot owner. The KI Cemetery Association must approve the design of such monument.

Section 5. No Christological symbols or those of any faith other than Jewish are permitted in the KI Cemetery. This rule extends to but is not limited to monuments.

Section 6. No living or inanimate object(s) shall be erected or placed on any grave or plot(s) except the monuments as approved by the KI Cemetery Association. Specifically prohibited, without limitation, are flowers, urns, shrubs, trees, objects d'art or the like.

Section 7. Separate sections of the Cemetery, which may be used for such burials, shall be set aside for cremated remains and those children who die within one year of birth.

Section 8. The KI Cemetery shall establish the rules and regulations, from time to time, governing the burial conditions, erection of monuments and maintenance requirements for the graves and burial rights, and/or such other matters relevant to the Cemetery, and will distribute such

rules and regulations at the time of plot purchases to the purchaser as an integral part of the Certificate of Rights issued.

ARTICLE VIII

PERSONAL LIABILITY OF DIRECTORS AND INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHER PERSONS

Section 1. Personal Liability of Directors.

(a) A director of the KI Cemetery 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 15 Pa. Cons. Stat. Ann. Section 5712 (which, as amended from time to time, is hereafter called Section 5712); and

(2) the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

(b) This Section shall not limit a director's liability for monetary damages to the extent prohibited by the provisions of the Pennsylvania Nonprofit Corporation Law of 1988.

Section 2. Mandatory Indemnification of Directors, Officers and Other Persons. The KI Cemetery shall, to the fullest extent permitted by applicable law, indemnify its directors, officers, employees or agents of the KI Cemetery who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the KI Cemetery or other entity) by reason of the fact that such director, officer, employee or agent is or was a director, officer, employee or agent of the KI Cemetery or is or was serving at the request of the KI Cemetery as a director, officer, employee, general partner, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, reasonable attorneys' fees and costs), judgments, fines (including excise

taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such director, officer, employee or agent in connection with such action, suit or proceeding, except as otherwise provided in Section 4 hereof. A director, officer, employee or agent of the KI Cemetery entitled to indemnification under this Section 2 is hereafter called a “person covered by Section 2 hereof.”

Section 3. Expenses. Expenses incurred by a person covered by Section 2 hereof in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the KI Cemetery in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the KI Cemetery, except as otherwise provided in Section 4.

Section 4. Exceptions. No indemnification under Section 2 or advancement or reimbursement of expenses under Section 3 shall be provided to a person covered by Section 2 hereof:

(a) if a final unappealable judgment or award establishes that such director, officer, employee or agent engaged in self-dealing, willful misconduct or recklessness;

(b) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly to such person by an insurance carrier under a policy of officers’ and directors’ liability insurance maintained by the KI Cemetery or other enterprise; or

(c) for amounts paid in settlement of any threatened, pending or completed action, suit or proceeding without the written consent of the KI Cemetery, which written consent shall not be unreasonably withheld.

The Board of Directors of the KI Cemetery is hereby authorized, at any time by resolution, to add to the above list of exceptions from the right of indemnification under Section 2 or advancement or reimbursement of expenses under Section 3, but any such additional exception shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such additional exception

may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board of Directors of the KI Cemetery.

Section 5. Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VIII shall continue as to a person who has ceased to be a director, officer, employee or agent of the KI Cemetery, and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 6. General Provisions.

(a) The term “to the fullest extent permitted by applicable law,” as used in this Article VIII, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by Section 2 hereof may, to the fullest extent permitted by applicable law, elect to have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person’s option:

(1) on the basis of the applicable law on the date this Article VIII was adopted; or

(2) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action, suit or proceeding; or

(3) on the basis of the applicable law in effect at the time indemnification is sought.

(b) The right of a person covered by Section 2 hereof to be indemnified or to receive an advancement or reimbursement of expenses pursuant to Section 3:

(1) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the KI Cemetery and such person, and

(2) shall continue to exist after the rescission or restrictive modification (as determined by such person) of this Article VIII with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

(c) If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by the KI Cemetery within thirty (30) days after a written claim has been received by the KI Cemetery together with all supporting information reasonably requested by the KI Cemetery, the claimant may at any time thereafter bring suit against the KI Cemetery to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by the KI Cemetery's primary banker) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of the KI Cemetery (including its Board of Directors or its independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by the KI Cemetery (including its Board of Directors or its independent legal counsel) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

(d) The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under any law that is not inconsistent with Pennsylvania law, bylaw, agreement, vote of the members or directors or otherwise, both as to action in such director's, officer's, employee's or agent's official capacity and as to action in another capacity while holding that office or position. Nothing contained in this Article VIII shall be construed to limit the rights and powers the KI Cemetery possesses under Subchapter D of the Pennsylvania Nonprofit Corporation Law of 1988 (as amended from time to time), the directors' Liability Act, or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure or insure its indemnification obligations, and any other rights or powers the KI Cemetery may otherwise have under applicable law.

The provisions of this Article VIII may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement or reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by Section 2 hereof by a written agreement signed by the KI Cemetery and such

person. The KI Cemetery shall have the right to appoint the attorney for a person covered by Section 2 hereof, provided such appointment is not unreasonable under the circumstances.

Section 7. Optional Indemnification. The KI Cemetery may, to the fullest extent permitted by applicable law, indemnify and advance or reimburse expenses for persons in all situations other than that covered by this Article VIII.

ARTICLE IX

DISSOLUTION

Section 1. Upon the dissolution of the corporation, the Board of Directors shall, after making provision for payment of all of the liabilities of the corporation, dispose of all the assets of the corporation in such manner, or to such other organization(s) organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization(s) under section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding successor provision of any future United States internal revenue law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of Lehigh County, exclusively for such purposes as said Court shall determine, or to organization(s) which are organized and operated for such purposes.

ARTICLE X

PROHIBITED TRANSACTIONS

Section 1. The KI Cemetery shall not engage in any transaction prohibited by the laws of the Commonwealth of Pennsylvania or the United States and, in particular, it shall not engage in any transaction prohibited by the Internal Revenue Code. The KI Cemetery shall not accumulate income contrary to the laws of the Commonwealth of Pennsylvania or the laws of the United States, and particularly, it shall not accumulate income contrary to applicable provisions of the Internal Revenue Code.

ARTICLE XI

AMENDMENTS

Section 1. These Bylaws may be amended as follows:

(a) Any proposed amendment must be approved by a majority of the Board of Directors of the KI Cemetery present and voting at a properly called meeting.

(b) When such proposed amendment has been approved by the KI Cemetery Board of Directors, it shall be presented to the Board of Trustees of Congregation Keneseth Israel for comment prior to being presented to the members for approval.

(c) When such proposed amendment has been approved by the KI Cemetery Board, and as may be revised after taking into consideration any comments received from the Board of Trustees of Congregation Keneseth Israel, it shall be presented at the next Annual Meeting, or at a special meeting of the members called for that purpose. Written notice of any proposed amendment shall be given to each member fourteen (14) days prior to the meeting called for the purpose of acting on the amendment. Such proposed amendment shall become valid upon acceptance by a two-thirds (2/3) vote of the members present and voting at such meeting.

ARTICLE XII

ADOPTION OF BYLAWS

Section 1. These Bylaws shall be adopted by a majority vote of the members present and voting at the time of its proposal by the Directors for ratification.

Section 2. These Bylaws shall be in full force and effect immediately upon their adoption as set forth in Section 1.

Adopted June 6, 2018. Amended June 11, 2019.