

EXHIBIT B
TO
MERGER AGREEMENT AND PLAN OF MERGER

LeadingAge New England-North, Inc.
Amended and Restated Bylaws

Article I
The Corporation

Section 1.1 Name. The name of the Corporation shall be LeadingAge New England-North, Inc.

Section 1.2 Purposes. The purposes for which the Corporation is formed are as set forth in the Corporation's Articles of Organization, as amended.

Section 1.3 Service Area. The Corporation shall conduct its activities in those commonwealths and states in which eligible Members are located, as described in Section 2.1(a) below as it may be amended from time to time.

Section 1.4 Corporate Offices. The principal office of the Corporation shall be located in Newton, Massachusetts, and the Corporation also shall maintain an office in Wolfeboro, New Hampshire, and/or whatever other place or places the Board of Trustees shall determine from time to time. The Corporation shall have and continually maintain registered agents where required by law.

Article II
Membership in the Corporation

Section 2.1 Membership. The Corporation is a membership corporation. The members of the Corporation (the "Members") shall be admitted by the Corporation's Board of Trustees (sometimes referred to as the "Board of Trustees" or the "Board") as follows:

(a) *Eligibility.* Those charitable homes for older persons, municipal homes for older persons, and other non-profit institutions or organizations, and the sponsors of such homes, institutions and organizations, that provide care, services and/or housing for older persons in the Commonwealth of Massachusetts or in the States of Maine, New Hampshire or Vermont (collectively the "Service Area"), are eligible to

become Members. The Board of Trustees may modify the Service Area from time to time by amending this Section 2.1(a) of the Bylaws.

(b) *Application.* Eligible homes, institutions and organizations within the Service Area that desire to become a Member must submit an application for membership in the form prescribed by the Corporation. The Corporation's executive staff will confirm the eligibility of each applicant, and will notify both the applicant and the Board of Trustees as to whether the eligibility requirements for membership in the Corporation have been met.

(c) *Duration of Membership.* Eligible homes, institutions and organizations whose membership in the Corporation has been confirmed by the Corporation's executive staff will become a Member upon payment of the dues then in effect. Members will maintain their membership for so long as they remain eligible and continue to pay the dues prescribed by the Board of Trustees, unless and until they resign or are suspended or removed as described in Section 2.5 below.

(d) *Rights of Members.* Members in good standing will be entitled to receive the services provided by the Corporation to Members and to vote at meetings of the Members as described in Section 2.4. Members also shall have such rights as provided by Chapter 180 of the Massachusetts General Laws, under which the Corporation is incorporated.

Section 2.2 Affiliates. Using guidelines established by the Board of Trustees, the Corporation's management staff may designate as Affiliates of the Corporation individuals and organizations, whether for-profit or not-for-profit, that are not eligible for Member status (as described in Section 2.1) and have demonstrated an interest in the purposes of the Corporation. These individuals and organizations may become and remain an Affiliate of the Corporation by submitting an application for Affiliate status, receiving approval from the Corporation's management staff (notice of which will be provided to the Board of Trustees), and paying such dues as shall be prescribed by the Board of Trustees. Affiliates of the Corporation shall have no right to vote in Corporation matters. The benefits and entitlements of Affiliates shall be determined by the Board of Trustees from time to time.

Section 2.3 Dues. Members and Affiliates shall pay dues in such amounts and at such times as may be established by the Board of Trustees from time to time.

Section 2.4 Representation. Each Member shall appoint a representative with authority to represent it and cast a vote on its behalf at annual or special meetings of the Members. Each Member, acting through such representative, shall be entitled to one vote. Members that have a sole

corporate member (the "Parent Entity") may designate the Parent Entity to act on their behalf and cast votes at annual or special meetings of the Members. When serving in this capacity, the Parent Entity shall designate an individual to exercise such authority. A Parent Entity that is the sole corporate member of multiple Members may cast one vote on behalf of each such Member. By way of illustration, if five (5) Members designate the same Parent Entity to act on their behalf, the Parent Entity shall be entitled to cast up to five (5) votes.

Section 2.5 Termination or Suspension of Members and Affiliates. A Member's membership in the Corporation may be terminated as follows:

(a) A Member or an Affiliate in good standing may resign at any time by written notice to the Corporation at either of its principal offices.

(b) A Member or Affiliate that fails to pay dues owed to the Corporation within six (6) months after such amounts become due shall have its membership or affiliation automatically terminated, unless the Corporation grants an extension or enters into an alternative payment arrangement.

(c) Upon a vote of 2/3 of the Trustees present at a meeting of the Board at which a quorum exists, a Member or an Affiliate may either be removed or suspended from the Corporation whenever the Board of Trustees determines in its reasonable discretion that such action is appropriate, including without limitation for the following reasons:

1. Willful violation of the Bylaws of the Corporation;
2. Illegal, unethical or improper conduct pertaining to the operation of the community/organization/business;
3. Serious violation of state licensure codes; and/or
4. Other acts injurious to the goals, purposes or reputation of the Corporation or any of its Members or Affiliates.

A Member or Affiliate that has resigned, or been removed or suspended, will not be entitled to a refund of dues. Members or Affiliates who resign and have paid all dues in a timely manner will be entitled to membership benefits for the remainder of the membership year, or such lesser period for which the resigning Member or Affiliate has paid if paying dues in installments.

Section 2.6 Annual Meeting of the Members. The annual meeting of the Members shall occur at such date and time in each year and at such place as shall be designated by the Board of Trustees or the Chairperson and stated in the notice of the meeting. If no annual meeting is held in accordance with the foregoing provision, a special meeting may be held in

lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting.

Section 2.7 Special Meeting of the Members. Special meetings of the Members may be called by the Chairperson, the Chairperson Elect, the Clerk, the Treasurer or by the Trustees, and shall be called by the Clerk, or in the case of the death, absence, incapacity or refusal of the Clerk, by any other Officer, upon written application of ten (10) or more Members of the Corporation.

Section 2.8 Notices. Written notices of all meetings of the Members of the Corporation stating the time, place and purpose thereof shall be given by the Clerk at least seven days before the meeting. Notice may be given by electronic mail (directed to an electronic mail address at which the Member has consented to receive notice) or other form of electronic transmission consented to by the Member to whom the notice is given. No notice need be given to any Member if a written waiver of notice, executed before or after the meeting by the Member or its representative thereunto duly authorized, is filed with the records of the meeting, or to any Member who attends the meeting (by the presence of its duly appointed representative) without protesting prior thereto or at its commencement the lack of notice to such Member. A waiver of notice of meeting of the Members need not specify the purpose of the meeting.

Section 2.9 Voting. Each Member, through its duly appointed representative in accordance with Section 2.4 hereof, shall be entitled to one vote at meetings of the Members of the Corporation.

Section 2.10 Quorum. At any meeting of the Members of the Corporation a quorum for the transaction of business shall consist of not less than twenty-five (25%) of the number of Members of the Corporation in good standing present through their duly appointed representatives.

Section 2.11 Action at Meeting. At any meeting of the Members at which a quorum is present, a majority of the Members present may take any action on behalf of the Members, unless a larger number is required by law, by the Articles of Organization or by these Bylaws. Election of the Trustees shall be determined by a plurality of the votes cast.

Section 2.12 Proxies. The authorized representative of a Member entitled to vote at a meeting may authorize another person or persons to act for it by proxy. A Member representative, or an authorized officer, director, employee or agent of the Member, may authorize another person or persons to act for it by proxy by executing (including by electronic signature) a written authorization. No proxy will be valid after the expiration of six (6) months from the date thereof. Every proxy continues in full force and effect until it expires

or is sooner revoked by the Member, whichever occurs first. Unless prohibited by the express terms of the proxy, any holder of a proxy may designate a replacement agent to serve as holder of the proxy and to be entitled to act on behalf of the Member under the terms of the original proxy. Such designation may be made at any time prior to the end of the meeting or the action by consent, and will follow the above procedure for establishing a proxy.

Section 2.13 Action by Written Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting if all the Members consent to the action in writing and the written consents are filed with the records of the meetings of the Members. Such consents will be treated for all purposes as a vote at a meeting. Email or other electronic transmissions intended to constitute the consent and signature of the sender will constitute a writing for the purpose of this Section 2.13. Action by written consent will become effective when the last Member signs the consent, unless the consent specifies a different effective date.

Article III Officers

Section 3.1 Designation of Corporate Officers. The officers of the Corporation shall include a Chairperson, the Immediate Past Chairperson, the Chairperson Elect, a President, a Treasurer, a Clerk and such other officers as the Board of Trustees may determine. The officers of the Corporation (other than the President, who serves as a Trustee *ex officio*) shall be chosen from among the elected members of the Board of Trustees. Any two or more offices may be held by the same person.

Section 3.2 Election of Officers. The officers shall be elected by the Members of the Corporation and shall hold office for a term of one year, effective upon their election and continuing until the next annual meeting of the Board of Trustees and until their successors shall be elected. The Chairperson may be elected for a total of two consecutive, full one-year terms, and shall be eligible for re-election to that office after the passage of one year thereafter. In the rare event that the Chairperson-elect is unable to assume the position of Chairperson as intended, and the nominating committee and Board are not prepared to put forth a new candidate for the Chairperson position for consideration by the Members of the Corporation, the nominating committee and the Board may propose, and the Members of the Corporation may vote, to extend the term of the incumbent Chairperson for a third annual term. In no case may a Chairperson serve for more than three consecutive terms.

Section 3.2A Transitional Provision – Election of Officers. *The*

following provision will supersede Section 3.2 above for the period beginning on the effective date of the merger (the “Merger Date”) between LeadingAge Massachusetts, Inc. (“LeadingAge MA”) and LeadingAge of Maine & New Hampshire (“LeadingAge ME/NH”), and will continue until the annual meeting of the Members to be held in 2027 or such subsequent date as may be established by a two-thirds (2/3) vote of the members of the Board entitled to vote (the “Integration Period”). It will expire without further action by the Board, and be of no further force and effect, at the end of the Integration Period.

On or after the Merger Date, the Corporation’s Board will elect the individuals who will serve as the Officers of the Corporation during the Integration Period.

Section 3.3 Duties of the Chairperson. The Chairperson shall have all the duties which that position would customarily require, including chairing all meetings of the Board of Trustees, recommending to the Board the creation of committees of the Board of Trustees and the election of their members, supervising the President in the management of the Corporation, and all other duties assigned to the Chairperson under these Bylaws or by Board resolution.

Section 3.4 Duties of the Chairperson-Elect. In the event of absence or disability of the Chairperson, the Chairperson-Elect shall chair meetings of the Board of Trustees and shall perform such other duties as may be delegated to the Chairperson-Elect from time to time by the Board of Trustees.

Section 3.5 Duties of the President. The President shall be the chief executive officer of the Corporation. The President shall be the direct executive representative of the Board of Trustees in the management of the Corporation and shall have all duties and authority which such position would customarily require, including by not limited to the following:

- i. Carrying out the mission of the Corporation as well as all policies established by the Board and advising on the formation of these policies.
- ii. Developing and submitting to the Board for approval, a plan of organization for the conduct of the various activities of the Corporation and recommending changes when necessary.
- iii. Preparing written plans for the achievement of the Corporation’s initiatives and purposes.
- iv. Specifying objectives and periodically reviewing and evaluating such plans.
- v. Preparing an annual budget showing the expected revenue and expenditures as required by its authorized committees.

- vi. Selecting, employing, supervising and discharging corporate agents and employees and developing and maintaining personnel policies and practices for the Corporation.
- vii. Supervising the financial affairs to ensure that funds are collected and expended to the best possible advantage of the Corporation.
- viii. Presenting to the Board, or its authorized committees, periodic reports reflecting the activities of the Corporation and such other special reports as may be required by the Board.
- ix. Attending all meetings of the Board of Trustees and coordinating the preparation of Board meetings and Board materials, serving as a liaison for the Corporation in its relations with affiliated organizations and developing responsibility for networking and development.
- x. Developing an agenda and information for each Board meeting.
- xi. Performing other such duties as may from time to time be assigned by the Chairperson of the Board or the Board of Trustees.

Section 3.6 Duties of the Clerk. The Clerk shall keep the minutes of all meetings of the Members and of the Board of Trustees. He or she shall notify Officers and Trustees of their election and carry on other correspondence at the direction of the Board of Trustees.

Section 3.7 Duties of the Treasurer. The Treasurer shall be responsible for all funds of the Corporation and receive and disburse them as approved by the Board of Trustees. He or she shall report annually to the Corporation and present periodic statements to the Board of Trustees at their regular meetings.

Section 3.8 Duties of the Immediate Past Chairperson. The Immediate Past Chairperson of the Corporation shall perform such duties as may from time to time be assigned by the Board of Trustees.

Section 3.9 Resignation or Removal. An Officer of the Corporation may resign at any time by filing a written resignation with the Chairperson or the President. The Board of Trustees may remove any Officer of the Corporation with or without cause at any time by a vote of two-thirds (2/3) of the entire number of Trustees then in office. An Officer may be removed for cause only after receiving notice and an opportunity to be heard by the Board of Trustees.

Section 3.10 Vacancies. Any vacancy in any office other than the Chairperson, however occurring, may be filled by the Board of Trustees, and any Officer so elected shall hold office for the unexpired term of the Officer he or she replaced. The Chairperson-Elect shall fill any vacancy in the office of the Chairperson, and any Chairperson so appointed shall hold office for the unexpired term of the Chairperson he or she replaced.

Article IV Board of Trustees

Section 4.1 Election. At the annual meeting of the Members of the Corporation, the Members shall elect the members of the Board of Trustees. Persons eligible for election as members of the Board of Trustees of the Corporation shall be limited to: (a) individuals providing on-site services at a Member of the Corporation, either as an employee or contractor; (b) members of the governing board of Members of the Corporation; or (c) individuals nominated by the Committee on Trustees who would not otherwise be eligible to serve on the Board, but who in the judgment of the Committee on Trustees bring diverse ideas and perspectives not otherwise available to the Board of Trustees (referred to as "Strategic Trustees").

Section 4.1A Transitional Provision - Election. *The following provision will supersede Section 4.1 above during the Integration Period. It will expire without further action by the Board, and be of no further force and effect, at the end of the Integration Period.*

The Corporation's Board of Trustees will be comprised of all of the individuals serving on the LeadingAge MA Board of Trustees and on the LeadingAge ME/NH Board of Directors as of the Merger Date. If a vacancy occurs during the Integration Period (and notwithstanding Section 3.10 above), then the Board of Trustees may choose to eliminate the seat on the Board or (to the extent possible) appoint a successor from the service area served by the organization on whose board the departing Trustee served prior to the Merger Date.

Section 4.2 Duties and Powers. The Board of Trustees shall be the governing body of the Corporation. The corporate authority necessary or incidental to the administration of the Corporation in attaining its corporate purposes shall be vested in the Board of Trustees. In the exercise of this function, the Board shall have full and general charge, management and control of the affairs, property and funds of the Corporation and shall have and may exercise all the powers of the Corporation except as otherwise expressly provided by law, by the Articles of Organization or by these Bylaws.

Section 4.3 Composition of Board. The Board of Trustees shall consist of (i) the Corporation's President (who shall serve as a Trustee ex officio with full voting rights), and (ii) from 5 to 17 additional Trustees as may be fixed from time to time by the Board of Trustees (not more than 3 or 20% of the Board, whichever is less, of whom shall be Strategic Trustees).

Section 4.3A Transitional Provision – Composition. *The following provision will supersede Section 4.3 above during the Integration Period. It will expire without further action by the Board, and be of no further force and effect, at the end of the Integration Period.*

The Board composition requirements are suspended during the Integration Period, and the Corporation's Board of Trustees will be composed as described in Transitional Provision – Election Section 4.1A above.

Section 4.4 Term of Office. Trustees (other than the Trustee(s) serving ex officio) shall serve for terms of three years (unless a shorter term shall have been specified by the Members at the time of such Trustee's election) and until their successors shall have been elected. Except as may otherwise be determined by the Board of Trustees, and with the exception of the Trustee(s) serving ex officio, a Trustee may not be elected for more than two consecutive, full three year terms (without at least a one year hiatus off of the Board), provided that any Trustee who is serving or is elected to serve as an Officer of the Corporation as of the expiration of this second term as a Trustee shall be eligible for re-election as Trustee for the lesser of (i) up to one additional three year term or (ii) such period of time beyond the expiration of his or her second term that such Trustee continues to serve as an officer of the Corporation. The term for new Trustees becomes effective immediately following their election. Any vacancy on the Board of Trustees, however occurring, may be filled by the Members, and any Trustee so elected shall hold office for the unexpired term of the Trustee he or she replaced. Vacancies may be filled at the next annual meeting of Members of the Corporation next following the creation of the vacancy, or at any other meeting of Members of the Corporation. In lieu of the Members filling any such vacancy, the Board of Trustees may reduce the number of elected Trustees, but not to a number less than five.

Section 4.4A Transitional Provision - Term. *The following provision will supersede Section 4.4 above during the Integration Period. It will expire without further action by the Board, and be of no further force and effect, at the end of the Integration Period.*

At the end of the Integration Period, the terms of the Trustees serving during the Integration Period will be re-established, with some positions being eliminated and the remaining positions staggered so that, following the Integration Period, the size of the Board of Trustees will be reduced to the size contemplated by Section 4.3 above over a period of time determined by the Board. Any service as a Trustee before or during the Integration Period will not be counted toward the term limitations set forth in Section 4.4 above.

Section 4.5 Resignation and Removal. Any Trustee may resign at any time by filing with the Chairperson or with the Clerk, a written resignation

which shall take effect on being so filed or at such time as may be therein specified. The Board of Trustees may remove any Trustee (other than a Trustee serving ex officio) at any time for cause. If requested, the Trustee subject to removal shall be provided with a description of the reason for such removal and have an opportunity to be heard before the Board of Trustees. The removal will become effective upon an affirmative vote of at least two-thirds (2/3) of the Trustees in attendance at the meeting with a quorum being present, and at which the Trustee subject to removal shall not be present during the voting process.

Section 4.6 Vacancies. Any vacancy of a seat on the Board of Trustees may be filled by a successor Trustee appointed by the Board of Trustees to serve the remainder of the departing Trustee's term. If a Trustee ceases to be eligible to serve as a Trustee under Section 4.1 above, that Trustee shall be deemed to have resigned as a Trustee as of the date when the Trustee became ineligible.

Section 4.7 Attendance. In order to assure the proper discharge of a Trustee's duties, each Trustee is expected to attend all meetings of the Board of Trustees. With the exception of a Trustee(s) serving ex officio, any Trustee who is absent from three consecutive meetings for other than compelling reasons shall be deemed to have tendered his or her resignation which the Board of Trustees in its discretion may accept or reject. Such resignation shall be effective only upon acceptance by the Board of Trustees.

Section 4.8 Meetings and Procedural Rules.

(a) Regular Meetings of the Board. Regular meetings of the Board of Trustees may be held at such time, date and place as determined by the Chairperson.

(b) Special Meetings of the Board. Special meetings of the Board of Trustees may be called by the Chairperson, by the Executive Committee, by the President, or by the Clerk upon the written request of any two Trustees.

(c) Notice of Board of Trustees Meeting. Notice of the time, date and place of all special meetings of the Board of Trustees shall be given to each Trustee in person or by telephone, by electronic mail or other form of electronic transmission consented to by the Trustee to whom the notice is given, or by telegram or telefax at least forty-eight hours in advance of the meeting, or by written notice mailed to his or her business or home address at least four days before the date of the meeting, which notice shall state generally the nature of the business to be taken up at the meeting. Such notice shall be deemed to be delivered, (i) if by mail, when deposited in the U.S. Mail in a

sealed envelope, properly addressed, first-class postage prepaid, (ii) if by telefax telecommunication, when directed to a number at which the Trustee has consented to receive notice, (iii) if by electronic mail, when directed to an electronic mail address at which the Trustee has consented to receive notice, and (iv) if by any other form of electronic communication consented to by the Trustee to whom the notice is given, when directed to the Trustee. Notice need not be given to any Trustee if a written waiver of notice, executed by him or her before or after the meeting is filed with the records of the meeting, or to any Trustee who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her. A waiver of notice of meeting of the Board of Trustees need not specify the purpose of the meeting.

(d) Quorum at the Meeting. For all meetings of the Board of Trustees (other than for action taken by unanimous written consent) a quorum shall be a simple majority of the Trustees then serving unless a larger number is required by law. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned, without further notice.

(e) Board Action by Written Consent. Any action required to be taken at a meeting of the Board of Trustees, or any other action which may be taken at a meeting of the Board of Trustees, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Trustees entitled to vote with respect to the subject matter thereof. Any consent signed by all the Trustees shall have the same effect as a unanimous vote and may be stated as such in any filings with any regulatory body with jurisdiction over the Corporation. Email or other electronic transmissions intended to constitute the consent and signature of the sender will constitute a writing for the purpose of this Section 4.8(e). Action by written consent will become effective when the last Trustee signs the consent, unless the consent specifies a different effective date.

(f) Meetings by Electronic Communications. Trustees may participate in and act at any meeting of the Board of Trustees by means of conference telephone, video conference, or similar communications equipment if all persons participating in the meeting can hear each other simultaneously. Participation by such means shall constitute presence in person at such meeting.

(g) Voting. At any meeting of the Board of Trustees at which a quorum is present, a majority of Trustees present may take any action on behalf of the Board of Trustees, unless a larger number is required by law, by the Articles of Organization or by these bylaws. Each Trustee

shall be entitled to cast one vote on all matters presented to the Board for its approval.

Section 4.9 Compensation of the Trustees. Trustees shall receive no compensation for their services as such, but may be reimbursed for authorized expenses when on business of the Corporation. This provision shall not prohibit the payment of compensation under any employment arrangement between the Corporation and the President.

Section 4.10 Board Self-Evaluation, Education and Strategic Plan. The Board of Trustees shall conduct a self-evaluation process at least bi-annually. The Board shall also establish a program of continuing education to keep Trustees informed on issues that affect the operation and governance of the Corporation. The Board regularly will review and update its governance processes and policies and the strategic plan and objectives of the Corporation.

Article V Committees of the Board

Section 5.1 Committees. Generally, Committees are designed to facilitate the actions of the Board. Committees do not expand or contract the responsibilities of or authority of the Board, but instead enable the Board to function more efficiently and effectively. Except as otherwise designated, members on all committees shall be nominated by the Chairperson and approved by the Board of Trustees.

Section 5.2 Establishment of Committees. The three standing committees of the Board of Trustees shall be the Executive Committee, the Nominating Committee and the Finance Committee. In addition to the foregoing, there shall be such special or "ad hoc" committees as may from time to time be proposed by the Chairperson and approved by the Board of Trustees. Each such special or "Ad Hoc" committee shall consist of other members of the Board of Trustees and other interested individuals appointed by the Chairperson; provided that any special or ad hoc committee formed to conduct any of the Board tasks described in Section 4.9 above will be comprised of members of the Board of Trustees.

Section 5.3 Executive Committee. The Executive Committee shall have power to transact all regular business of the Board of Trustees between meetings of the Board of Trustees, provided that no action taken by the Executive Committee shall conflict with the prior directives of the Board of Trustees. The Executive Committee shall consist of the Chairperson, the Chairperson-Elect, the Immediate Past Chairperson, the President, the Treasurer, the Clerk and other Officers as may be named by the Chairperson. All actions of the Executive Committee shall be reported to the

Board of Trustees at the next regular or special meeting of the Board.

Section 5.4 Nominating Committee. The Nominating Committee shall be responsible for preparing and presenting to the Members nominations for the election of: (i) Trustees to seats whose term is expiring; and (ii) the Chairperson, the Chairperson-Elect, the Treasurer, the Clerk and Trustees at the Annual Meeting of the Members. The Nominating Committee shall consist of the Immediate Past Chairperson (who shall serve as chairperson of the committee), Chairperson, Chairperson-elect and the President, and up to three additional members as selected by the Chairperson. Appointed members will serve for three-year terms.

Section 5.5 Finance Committee. The Finance Committee shall consist of the Treasurer (who shall serve as chairperson of the committee), and not less than three additional Trustees or other individuals nominated by the Chairperson and approved by the Board of Trustees. The Finance Committee shall supervise the fiscal affairs of the Corporation and shall prepare long term and annual operating budgets for review and approval by the Board of Trustees. The Finance Committee shall formulate a financial and investment policy for approval by the Board of Trustees and shall propose to the Board of Trustees such amendments as are required from time to time to the financial and investment policy of the Corporation . Meetings of this committee may be called by the chairperson of the committee or the Chairperson of the Board of Trustees.

Article VI Miscellaneous Provisions

Section 6.1 Fiscal Year. Except as otherwise determined by the Board of Trustees, the fiscal year of the Corporation shall be the twelve months ending as of December 31st of each year.

Section 6.2 Seal. The Board of Trustees shall have power to adopt and alter the seal of the Corporation.

Section 6.3 Execution of Instruments. All deeds, leases, transfers, contracts, bonds, notes and other obligations to be entered into by the Corporation in the ordinary course of its business with Trustee action, may be executed on behalf of the Corporation by the President or the Treasurer, or as authorized by the Board of Trustees any other Officer or agent.

Section 6.4 Corporate Records. The original, or attested copies, of the Certificate of Organization, Bylaws and records of action by the Corporation shall be kept at the principal office of the Corporation located in Massachusetts, or at an office of its Clerk or resident agent, and shall be open at all reasonable times to the inspection of its Members for any proper

purpose.

Section 6.5 Audit and Reviews. The Board of Trustees shall provide for an annual audit or review of the financial records and transactions of the Corporation as required by applicable law, shall review the reports of such reviews or audits, and make them available to the Corporation's Members upon request.

Article VII Liability

Section 7.1 General Liability. No Trustee, officer, committee member, employee or agent of the Corporation shall contract or incur any debts on behalf of the Corporation other than in the regular course of employment or in any way render the Corporation liable unless authorized by the Board of Trustees. No Trustee, officer, committee member, employee or agent of the Corporation is or shall be authorized to promise moral or financial support of any charitable or other objective without the expressed written approval of the Board of Trustees.

Article VIII Indemnification

Section 8.1 Definitions. For purposes of this Article:

- (a) A "Trustee" or "Officer" means any person serving as a Trustee of the Corporation or in any other office filled by election by the Members or the Trustees and also includes (i) a Trustee or Officer serving at the request of the Corporation as a trustee or officer, employee, trustee, partner or other agent of another organization, and (ii) any person who formerly served as a Trustee or Officer;
- (b) "Expenses" means (i) all expenses (including attorneys' fees and disbursements) actually and reasonably incurred in defense of a Proceeding, in being a witness in a Proceeding, or in successfully seeking indemnification under this Article, (ii) such expenses incurred in connection with Proceeding initiated by a Trustee or Officer as may be approved by the Board of Trustees, and (iii) any judgments, awards, fines or penalties paid by a Trustee or Officer in connection with a Proceeding or reasonable amounts paid in settlement of a Proceeding: and
- (c) A "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and any claim which could be the subject of a

Proceeding.

Section 8.2 Right to Indemnification. Except as limited by law, the Corporation shall indemnify its Trustees and Officers against all Expenses incurred by them in connection with any Proceedings in which they are involved as a result of their service as a Trustee or Officer, except that (i) no indemnification shall be provided for any Trustee or Officer regarding a matter as to which it shall be determined pursuant to Section 8.5 of this Article VIII or adjudicated that he or she did not act in good faith and in the reasonable belief that his or her action was in the best interests of the Corporation, or with respect to a criminal matter, that he or she had reasonable cause to believe that his or her conduct was unlawful, and (ii) no indemnification shall be provided for any Trustee or Officer with respect to any Proceeding by or in the right of the Corporation or alleging that a Trustee or Officer received an improper personal benefit if he or she is adjudged liable to the Corporation in such Proceeding or, in the absence of such an adjudication, if he or she is determined to be ineligible for indemnification under the circumstances pursuant to Section 8.5 of this Article VIII; provided, however, that indemnification of Expenses incurred by a Trustee or Officer in successfully defending a Proceeding alleging that he or she received an improper personal benefit as a result of his or her status as such may be paid if and to the extent authorized by the Board of Trustees.

Section 8.3 Settled Proceedings. If a Proceeding is compromised or settled in a manner which imposes any liability or obligation upon a Trustee or Officer, (i) no indemnification shall be provided to him or her with respect to a Proceeding by or in the right of the Corporation unless a court having jurisdiction determines that indemnification is reasonable and proper under the circumstances, and (ii) no indemnification shall be provided to him or her with respect to any other type of Proceeding if it is determined pursuant to Section 8.5 of this Article VIII on the basis of the circumstances known at that time (without further investigation) that said Trustee or Officer is ineligible for indemnification.

Section 8.4 Advance Payments. Except as limited by law, Expenses incurred by a Trustee or Officer in defending any Proceeding, including a Proceeding by or in the right of the Corporation, shall be paid by the Corporation to said Trustee or Officer in advance of formal disposition of the Proceeding upon receipt of his or her written undertaking to repay such amount if he or she is determined pursuant to Section 8.5 of this Article VIII or adjudicated to be ineligible for indemnification, which undertaking shall be an unlimited general obligation but need not be secured and may be accepted without regard to the financial ability of such person to make repayment; provided, however, that no such advance payment of Expenses shall be made if it is determined pursuant to Section 8.5 of this Article VIII on the basis of the circumstances known at that time (without further

investigation) that said Trustee or Officer is ineligible for indemnification.

Section 8.5 Determinations; Payments. The determination of whether a Trustee or Officer is eligible or ineligible for indemnification under this Article shall be made in each instance by (a) a majority of the Trustees or a committee thereof who are not parties to the Proceeding in question, or (b) independent legal counsel appointed by a majority of such Trustees, or if there are none, by a majority of the Trustees in office. Notwithstanding the foregoing, a court having jurisdiction (which need not be the court in which the Proceeding in question was brought) may grant or deny indemnification in each instance under the provisions of law and this Article. The Corporation shall be obliged to pay indemnification applied for by a Trustee or Officer to the Corporation in writing unless there is an adverse determination (as provided above) within sixty days after the application. If indemnification is denied, the applicant may seek an independent determination of his or her right to indemnification by a court, and in such event the Corporation shall have the burden of proving that the applicant was ineligible for indemnification under this Article.

Section 8.6 Insurance. The Corporation shall have authority to purchase and maintain insurance on behalf of any agent, employee, member, trustee or officer against any liability or cost incurred by him or her in any such capacity or arising out of his status as such, whether or not the Corporation would have power to indemnify him against such liability or cost.

Section 8.7 Responsibility With Respect to Employee Benefit Plan. If the Corporation or any of its Trustees or Officers sponsors or undertakes any responsibility as a fiduciary with respect to an employee benefit plan, then for purposes of indemnification of such persons under this Article (i) a "Trustee" or "Officer" shall be deemed to include any Trustee or Officer of the Corporation who serve at its request in any capacity with respect to said plan; (ii) such Trustee or Officer shall not be deemed to have failed to act in good faith in the reasonable belief that his or her action was in the best interests of the Corporation if he or she acted in good faith in the reasonable belief that his or her action was in the best interests of the participants or beneficiaries of said plan; and (iii) "Expenses" shall be deemed to include any taxes or penalties imposed on such Trustee or Officer with respect to said plan under applicable law.

Section 8.8 Heirs and Personal Representatives. The indemnification provided by this Article shall inure to the benefit of the heirs and personal representatives of a Trustee or Officer.

Section 8.9 Non-Exclusivity. The provisions of this Article shall not be construed to limit the power of the Corporation to indemnify its Trustees or Officers to the full extent permitted by law or to enter into specific

agreements, commitments or arrangements for indemnification permitted by law. In addition, the Corporation shall have power to indemnify any of its agents or employees who are not Trustees or Officers on any terms not prohibited by law which it deems to be appropriate. The absence of any express provision for indemnification herein shall not limit any right of indemnification existing independently of this Article.

Section 8.10 Amendment. The provisions of this Article may be amended or repealed only by the Board of Trustees; provided, however, no amendment or repeal of such provisions which adversely affects the rights of a Trustee or Officer under this Article with respect to his or her acts or omissions at any time prior to such amendment or repeal shall apply to him or her without his or her consent.

ARTICLE IX

Conflicts or Duality of Interest

Section 9.1 Statement of General Policy. These Bylaws recognize that it is natural for both real and apparent conflicts or dualities of interest to sometimes occur in the course of conducting the daily affairs of the Corporation. A conflict of interest is defined as referring only to personal, proprietary interests of the persons covered by this policy and their immediate families and not to philosophical or professional differences of opinion. Service as a trustee or officer of two or more organizations affiliated with the Corporation while a duality, shall not in and of itself constitute a conflict of interest. Conflicts or dualities of interest will occur because the many persons associated with the Corporation should be expected to have and do in fact generally have multiple interests and affiliations and various positions of responsibility within the community. Sometimes a person will owe identical duties to two or more organizations having similar activities, but this will not always constitute a conflict of interest.

Conflicts of interest are to be avoided because they potentially or apparently place the interests of others ahead of the Corporation's obligations to its corporate purposes and to the public interest. Conflicts of interest are likewise undesirable because they often reflect adversely upon the persons involved and upon the institutions with which they are affiliated, regardless of the actual facts or motivations of the parties. However, it is decidedly not in the long-range best interests of the Corporation to terminate or cease all association with persons who may have real or apparent conflicts or dualities of interest if there is a prescribed and effective method of rendering such conflicts harmless to all concerned.

It shall be the policy of the Corporation, therefore, not to preclude all dealings with those having real or apparent conflicts or dualities of interest but to

require that they be disclosed promptly and fully and to all necessary parties whenever they occur and to prohibit specified involvement in the affairs of the Corporation by parties having real or apparent conflicts of interest.

Section 9.2 Coverage of this Policy. This policy shall apply to all Trustees, officers and key employees and agents of the Corporation, including independent contractor providers of substantial services and/or materials. It shall be the obligation of the Corporation's management to publicize this policy to all such parties on a recurring basis.

Section 9.3 Disclosure of all Conflicts. Trustees, officers and key employees and agents of the Corporation shall disclose all real or apparent conflicts or dualities of interest which they discover or have brought to their attention in connection with the Corporation's activities. "Disclosure" as used in these bylaws shall mean providing promptly to the appropriate persons a written description of the facts comprising the real or apparent conflict or duality of interest. An annual disclosure statement shall be circulated to Trustees, officers and key employees and agents to assist them in considering such disclosures, but disclosure is appropriate whenever conflicts or dualities of interest may occur. The written notices of disclosure of conflicts or dualities of interest shall be filed with the President of the Corporation or any other person designated by the President from time to time to receive such notifications. All disclosures of real or apparent conflicts or dualities of interest received hereunder shall be noted for record in the minutes of meeting of the Board of Trustees.

Section 9.4 Proscribed Activity by Persons Having Conflicts. Where an individual Trustee, officer, key employee or agent believes that he or she or an immediate family member might have or does have a real or apparent conflict of interest, he or she should, in addition to filing the notice of disclosure required hereunder, abstain from making motions, voting, executing agreements, or taking any other similar direct action on behalf of the Corporation.

ARTICLE X Non-Discrimination

Section 10.1 Non-Discrimination. The Corporation values diverse backgrounds, experiences, identities, and perspectives and seeks to ensure equitable access to employment, compensation, promotion, professional development, leadership opportunities, membership, volunteer service, programs, and participation in its activities.

The Corporation shall not discriminate against any employee, applicant for employment, Member, volunteer, participant, vendor, or other individual with whom it conducts business on the basis of race, color, religion, creed, age,

sex, sexual orientation, gender identity or expression, disability, national origin, ancestry, veteran status, socioeconomic background, or any other characteristic. The Corporation is committed to treating all individuals with dignity, fairness, and respect and to cultivating a culture in which all are welcomed and encouraged to contribute their talents and perspectives.

Article XI

Review and Amendment of Bylaws

Section 11.1 Review and Amendment of Bylaws. These Bylaws shall be reviewed in their totality for currency and completeness during each even numbered year or more frequently if deemed appropriate by the Board of Trustees or the Nominating Committee, and the results of this review shall be documented in the records of the Corporation. The Board of Trustees shall have the power to make, amend and repeal these Bylaws by a vote of at least two-thirds (2/3) of the Trustees then in office; provided, however, that any amendment to these Bylaws that adversely affects the rights of the Members under these Bylaws must be approved by the Members before such amendment becomes effective. Any amendment to Section 2.1 of Article II above that expands eligibility of Members and/or the Service Area, or that restricts the eligibility of future Members (but not existing Members), will not be construed as affecting the rights of Members and thus will not require a vote of the Members. The Members may alter, amend or repeal any Bylaws adopted by the Trustees or otherwise adopt, alter, amend, or repeal any provision which by law, the Articles or Organization or these Bylaws requires action by the Members. Not later than the time of giving notice of the meeting of the Members next following the making, amending or repealing by the Trustees of any Bylaws, notice thereof stating the substance of such change shall be given to all Members.

Effective Date: January 1, 2027