

# **Amendment VIII to Crafts for Charity Inc**

## **Bylaws: Contracts, Checks, Loans,**

## **Indemnification, and Related Matters**

### **AMEND Article VII, Section 7.01**

#### **Current:**

"Unless decided otherwise by the, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the treasurer or other people that the corporation has delegated authority to execute such documents in accordance with the policy approved by the board."

#### **New:**

"Unless decided otherwise by the board, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the Treasurer or other individuals that the corporation has delegated authority to in order to execute such documents in accordance with the policy approved by the board."

### **AMEND Article VII, Section 7.02**

#### **Current:**

"All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation in the manner that is determined by the board."

#### **New:**

"All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer, officers, agent, or agents of the corporation in the manner that is determined by the board."

## AMEND Article VII, Section 7.05

### Current:

“

- A. Mandatory Indemnification. Crafts for Charity Inc shall indemnify a director or a former director who was wholly successful in the defense of any proceeding in which he/she was a party because he/she was a director for Crafts for Charity Inc against reasonable expenses incurred by him or her in relation to the proceeding.
- B. Permissible Indemnification. Crafts for Charity Inc shall indemnify a director or a former director who was in the defense of any proceeding in which he/she was a party because he/she was a director for Crafts for Charity Inc against liability incurred by him or her in relation to the proceeding if the determination to indemnify him/her was made following the law and payment made also follows the law.
- C. Advance for Expenses. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by Crafts for Charity Inc as authorized by the board as long as there is a written confirmation from the director, officer, employee, or agent that they are entitled to indemnification as authorized by this article, and an undertaking by or on behalf of the director, officer, employee, or agent, to repay the amount, unless it is determined in the bylaws that they are entitled to indemnification by Crafts for Charity Inc.
- D. Indemnification of Agents and Employees. Crafts for Charity Inc can also indemnify and advance expenses to an employee or agent of the corporation who is not a director as long as it follows the Maryland Law and public policy, provided that such indemnification is set forth by the general or specific action of the board or by contract.”

### New:

“

- A. **Mandatory Indemnification.** Crafts for Charity Inc shall indemnify a director or a former director who was wholly successful in the defense of any proceeding in which he/she was a party because he/she was a director for Crafts for Charity Inc against reasonable expenses incurred by him/her in relation to the proceeding.

- B. **Permissible Indemnification.** Crafts for Charity Inc shall indemnify a director or a former director who was in the defense of any proceeding in which he/she was a party because he/she was a director for Crafts for Charity Inc against liability incurred by him/her in relation to the proceeding if the determination to indemnify him/her was made following the law and payment made also follows the law.
- C. **Advance for Expenses.** Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by Crafts for Charity Inc as authorized by the board as long as there is a written confirmation from the director, officer, employee, or agent that they are entitled to indemnification as authorized by this article, and an undertaking by or on behalf of the director, officer, employee, or agent, to repay the amount unless it is determined in the bylaws that they are entitled to indemnification by Crafts for Charity Inc.
- D. **Indemnification of Agents and Employees.** Crafts for Charity Inc can also indemnify and advance expenses to an employee or agent of the corporation who is not a director as long as it follows the Maryland Law and public policy, provided that such indemnification is set forth by the general or specific action of the board or by contract."

Approved by the Board of Directors on the 4th of August, 2021

Approve: 3, Reject: 0, Abstain: 0, Absent: 1



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Victoria Tsai, President - Crafts for Charity Inc



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Lucy Wang, Secretary - Crafts for Charity Inc