



Lebanon County Commissioners

Room 207, Municipal Building • 400 South Eighth Street • Lebanon, Pennsylvania 17042-6794
Phone: 717-228-4427 • Fax: 717-274-8094 • Website: www.lebanoncountypa.gov

Robert J. Phillips
Michael J. Kuhn
Jo Ellen Litz
County Commissioners

Jamie A. Wolgemuth
Chief Clerk/County Administrator
David R. Warner, Jr.
County Solicitor

June 22, 2023

Julie Herman

Dear Ms. Herman,

In response to your Right to Know request for records of the articles of incorporation and bylaws or any other public records, for Governor Dick Park and for the Board of Directors of Clarence Schock Memorial Park at Governor Dick.

Attached please find the ring-bound copy of the information you requested and other historical documents regarding Governor Dick Park.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jamie A. Wolgemuth". The signature is stylized and cursive.

Jamie A. Wolgemuth
Chief Clerk/County Administrator
Right to Know Officer

JAW/dp

Legal and other historical documents regarding Governor Dick Park.

As of June 1, 2023

As these documents show, the history of Governor Dick as a public park goes back to when it was acquired by Mr. and Mrs. Schock. Initially, they had observation towers constructed and granted permission to visitors who simply had to acquire a "permit" and waive liability. The Schocks had a personal tower house built.

With the creation of the Horse-shoe Trail, they, at first, demanded a permit for access, but by 1940 this requirement was eliminated. Horse-Shoe Trail use included hiking, biking and horseback travel.

Having no children, the Schocks disinherited all statutory heirs and created trusts to assist young people in achieving their education goals. This did not include the Governor Dick parcel. Later, as he aged, he shopped the Governor Dick parcel, offering it to the state which only wanted it for an expansion of its game lands. Rejecting this, he created a trust using his friends who were directors of Mt. Joy School District. This became the Donegal School District and, by the late 1990s, it had authorized the practice of timbering the property to use the funds for school purposes.

Prompted by a change in the law which required them to make public their activity, the Board decided to resign as trustee, and the Foundation entered into a contract to convey the land and use it the way the state desired, by sale to the Game Commission for \$1 million. When this was objected to by a local legislator, this plan was abandoned. An agreement was reached for the County of Lebanon and the Foundation to continue the park as co-trustees. The Foundation later resigned as a co-tustee.

PF 705

August 10, 1936

To Residents of Mount Gretna,

Permits to enter the premises surrounding Gov. Dick can be secured for the asking without any charge whatever at the Park Store opposite the Post Office at Mount Gretna. A MAP OF ROADS AND PATHS SURROUNDING GOV. DICK will be given to each permittee. This map is given to permittees only.

A number of lookout towers have been erected at Gov. Dick and northward thereof at locations 15, 20 and 53 (see map above mentioned) which rise above the tree tops and give a broad view of surrounding territory to the limits of the horizon. Many who are able to climb these ladders with confidence can get great pleasure out of the view from the top of the three towers. Some people are able to climb in safety and some are not. Some persons are much disturbed when they look down from high vertical walls. Others can do so in safety and without fear. Each person must know for himself whether he can climb in safety or not.

Accordingly it is not prudent to allow persons to enter this land unless each person signs an application for a permit and in so doing waives any right to a claim for damages because of any injury which applicant may suffer while on these premises. In other words, each person must enter at his own risk and must so agree before entering.

It is highly important that application for a permit by a minor be made out carefully and be signed by the parent or guardian of such minor. A permit cannot be issued to a minor without the signature of the father or mother or guardian, whichever is custodian of the minor child while at Mount Gretna. This rule as to minors applies to all persons who are not fully twenty-one years of age. All signatures must be written in presence of owner's representative at the Park Store, opposite the Post Office at Mount Gretna.

"No Trespass" notices (same as copy on last page of this sheet) are posted around and on the premises. Permittees are asked to observe all the requests which are printed on these notices. Permittees on foot may walk on all roads and paths except such as are marked "Private".

Yours truly,

CLARENCE SCHOCK

EMS

"No Trespassing" notices posted on area surrounding Gov. Dick read as follows:

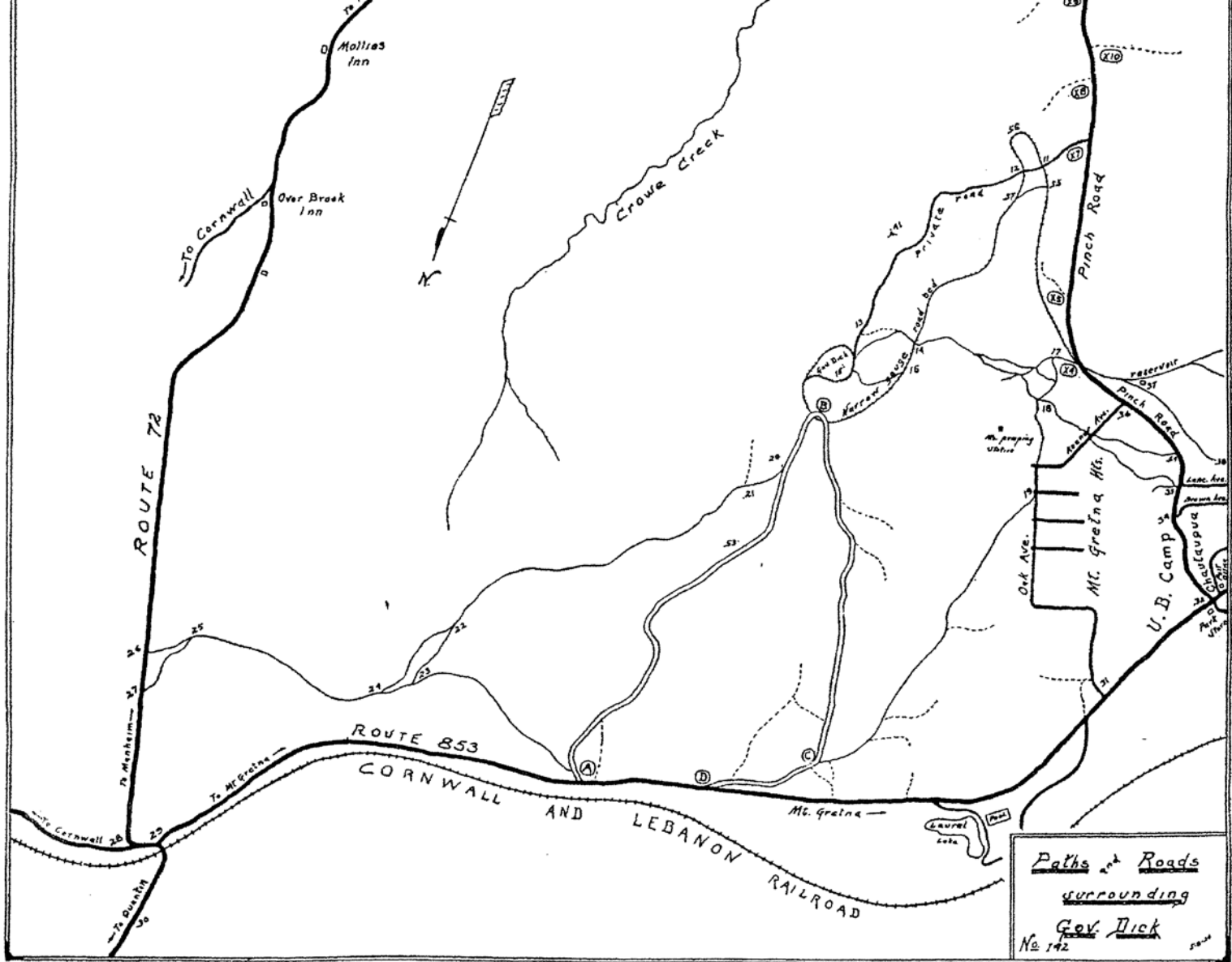
These premises are OPEN to
PERMITEES ONLY

ASK for PERMIT at PARK STORE
(opposite the Post Office)

Mount Gretna, Pa.

1. NO PERSON shall enter upon this land without a PERMIT signed by the owner or his duly authorized agent. PERMITS will be issued to trustworthy persons provided the applicant has signed the necessary application and waives all right of claim for damages against owner for personal or property damage which he or she may suffer while on the premises or in the use of any improvements now or hereafter existing on these premises. Applications by minors shall be signed also by parent or guardian. Permits shall be invalid in case there is any misstatement of fact or forgery of signature on the application. Permits shall be for the calendar year or until revoked. Permits will be issued by owner's representative at the Park Store, Mount Gretna.
2. All roads and paths (except those marked "Private") are OPEN TO PERMITEES ON FOOT—All PERMITEES are asked to observe the following:
3. Please travel on foot and in no other manner except on such roads on which permit may definitely authorize the use of horses and/or vehicles by permittees.
4. Please help to protect this land against all kinds of vandalism.
5. Please PREVENT FOREST FIRES by avoiding the building of fires, smoking, camping at night and use of fire arms.
6. Please make this land a SANCTUARY for BIRDS by keeping out fire arms, hunters and unleashed dogs.
7. Please spare the Wild Flowers.
8. Deposit of garbage, rubbish, sewage, animal matter, and other material on these premises is prohibited and will subject the violator to the penalty of the law.

CLARENCE SCHOCK Mount Joy, Pa.



OUTLINE MAP issued to Permittees only. (One inch equals 1600 ft.)

Form 703

1. All lines not otherwise marked are roads or paths.
2. All roads and paths not marked "Private" are "open" to Permittees on foot.
3. The best foot path and easiest grade to Gov. Dick is by way of the Narrow Gauge railroad bed (the "Dinkey track") beginning at X4 to 55 to 11 to 56 to 12 to 14 to 16 to B to 15. Short cuts can be made from 55 to 57 and from 14 to 15 and from 16 to 15. The paths starting at 35 and 54 on the Pinch Road and going via 18 — 14 — 15 are old short distance steep paths to Gov. Dick. The path 16 to 15 passes the location where the hermit's hut once stood. Only those who travel on foot can find all the wild natural beauties that surround Gov. Dick.
4. At 15 — 20 and 53 are located observation towers which may be used by Permittees only and at Permittee's own peril as provided in permit.
5. At Gov. Dick (15) is a drilled well and hand pump where fresh cool drinking water may be obtained. At 21 under the rocks is a natural spring.
6. Permittees who cannot walk up the hill to Gov. Dick may travel in automobiles from A to B to C to D and in this one direction only. At B, space is cleared to park automobiles while Permittees walk to Gov. Dick about 500 feet beyond. The "Up" road begins at A, one and one-half miles east of Mt. Gretna Post Office. Permittees will please go up from A to B and go down from B to C to D. This is the only open road on which automobiles may be used by Permittees. A double line shows this road on map. Small cars can travel on this rough mountain road at slow speed of 5 to 10 miles per hour. Care must be used to clear some boulders protruding at some points.
7. Roads A to B to C to D and C to 19 to 18 to 17 to X4 and 20 to 22 to 23 or 24 to 25 to 26 or 27 and A to 23 to 24 to 25 to 26 or 27 are open to Permittees on horse back. Permittees on foot shall have right of way on all open roads and paths except A to B to C to D. On road A to B to C to D Permittees in automobiles shall have right of way and Permittees on foot or horseback shall yield entire road to the automobile.
8. Please remember that tin cans, wrapping paper, empty cartons and remnants of food are garbage and rubbish and should not be deposited after eating lunch on these premises. It is easier to

The premises open to Permittees are located within the area shown on map on reverse side. On the border line and on roads and paths therein "No Trespassing" notices are posted bearing in small type the following information and requests:—

1. NO PERSON shall enter upon this land without a PERMIT signed by the owner or his duly authorized agent. PERMITS will be issued to trustworthy persons provided the applicant has signed the necessary application and waives all right of claim for damages against owner for personal or property damage which he or she may suffer while on the premises or in the use of any improvements now or hereafter existing on these premises. Applications by minors shall be signed also by parent or guardian. Permits shall be invalid in case there is any misstatement of fact or forgery of signature on the application. Permits shall be for the calendar year or until revoked. Permits will be issued by owner's representative at the Park Store, Mount Gretna.
2. All roads and paths (except those marked "Private") are OPEN TO PERMITTEES ON FOOT—All PERMITTEES are asked to observe the following:
3. Please travel on foot and in no other manner except on such roads on which permit may definitely authorize the use of horses and/or vehicles by permittees.
4. Please help to protect this land against all kinds of vandalism.
5. Please PREVENT FOREST FIRES by avoiding the building of fires, smoking, camping at night and use of fire arms.
6. Please make this land a SANCTUARY for BIRDS by keeping out fire arms, hunters and unleashed dogs.
7. Please spare the Wild Flowers.
8. Deposit of garbage, rubbish, sewage, animal matter, and other material on these premises is prohibited and will subject the violator to the penalty of the law.

CLARENCE SCHOCK Mount Joy, Pa.

HORSE-SHOE TRAIL IN PENNSYLVANIA

VALLEY FORGE TO MANADA GAP

THE HORSE-SHOE TRAIL CLUB is entering its sixth year. During the preceding five years the Trail from Valley Forge to Manada Gap has been surveyed, located, marked, cleared and improved, so that we now have a horseback and hiking trail 116 miles in length, with no fences or gates, no gasoline stations or hot dog stands and practically no hard surfaced roads.

Manada Gap is on the Appalachian Trail 9 miles north of Hershey and 14 miles east of the Susquehanna River. Riders may now continue along the Appalachian Trail to the Susquehanna and to Harrisburg.

The Appalachian Trail is over 2000 miles long stretching from Maine to Georgia along the tops of the Appalachian Mountains. It is a hiking trail for the entire distance, but numerous sections are not too rough for horseback riding. It enters Pennsylvania at the Delaware Water Gap, crosses the Susquehanna River above Harrisburg and enters Maryland near Penmar.

The Horse-Shoe Trail is in South Eastern Pennsylvania and follows the tops of the hills and ridges which run from east to west. Starting at historic Valley Forge it follows Valley Creek about half a mile and then climbs Mt. Misery.

Most of the Trail follows old woods roads and paths and back dirt roads. Some new trail has been cut. Less than one mile of hard surfaced road is traveled. Most of the Trail crosses high wooded private lands, permission having been secured from the owners.

The Trail is free to everyone and overnight stops have been located at convenient places on the Trail or within a short distance of it.

Accommodations to suit the various travelers have been arranged. American Youth Hostels have been established about every ten miles, and Country Inns, Boarding Houses and Hotels, for those who wish to pay a little more. (See list of Inns, Hostels, Hotels and Stables attached.)

To use the Youth Hostels one *must join* the American Youth Hostel Association. Adults \$2.00 and Juniors, under 21 years of age, \$1.00. Group Passes for 10 Juniors and 1 leader \$5.00.

Hostel Passes and hand books are issued through the Club. Send checks to Club Secretary.

Hostelers must have a white sheeting sleeping sack costing \$1.00. On sale at Hostels or may be rented at 10 cents per night.

Additional Hostels join the Trail and continue a hiking route to New England. They are listed in the A. Y. H. Handbook. Price 50 cents.

Trips are conducted at various times. Notices are sent to all members. Special trips will be planned by the Officers upon request.

The National Youth Administration boys during the last two years have made many improvements in the roadway and have made many almost impassable mountain paths into fine horseback and hiking trails.

With the assistance of a number of Hostel Committees we have located 14 Youth Hostels along the Trail, so that one need not travel more than ten miles from one to the other.

These hostels have all been equipped with cots, bunks, hay beds and blankets, but they still need a great deal of additional equipment and a number of improvements can well be made. They are, however, all ready to accommodate you. Overnight charge for member, 25 cents. Fuel, if used, 5 or 10 cents.

Government Contour Maps showing the Trail, Hostels, Inns, and the improved roads near the Trail, are for sale at \$3.00 per set. Guide books, with map, may be obtained from the Club, 25 cents.

Each month more and more riders and hikers are using the Trail through its entire length. We are encouraging its use by all local communities, as well as visitors from other states.

HORSE-SHOE TRAIL CLUB Inc.



1940

NO MENTION OF PERMIT FOR PICK



AT THE 62 MILE POST

HENRY N. WOOLMAN, *President*
1523 North 26th Street

Telephones: Stevenson 5000
Ardmore 1472

LAWRENCE SAUNDERS,
First Vice-President

MRS. J. HOLCOMBE GENUNG,
Assistant Secretary

WM. NELSON WEST III, *Secretary*
1411 Walnut Street

Telephones: Rittenhouse 8776
Ardmore 4886

MRS. E. SWIFT NEWTON,
Second Vice-President

DANIEL J. WALSH,
Assistant Treasurer

Directors

EHRMAN B. MITCHELL
LOYD B. REEVES

C. M. ERDMAN
CLARENCE E. WUNDER

DANIEL K. BETTS
SAMUEL R. FRY

CHARLES HAZLEHURST, *Supervisor of Trails*

Life Membership, \$100.00 upon admittance

Sustaining Member, \$5.00 to \$25.00 yearly

Regular Member, \$2.00 yearly

HORSES FOR HIRE

SAMUEL LOVE
ARTHUR J. FOX
ROBERT WANNER

Valley Forge, Pa. Telephone Berwyn 493-M
P. O. Wayne, Pa. Tel. Valley Forge 43
New Holland. Telephone

THE USUAL RIDING ITINERARY IS 25 MILES PER DAY

SPECIMEN ITINERARY
STARTING AT VALLEY FORGE

| | Lunch | Miles from Valley Forge | Dinner and Overnight | Miles |
|---------|---|----------------------------|--|----------|
| 1ST DAY | Birch Run on Trail (Camp) or Kring's Hostel | 15 | Piersol Hostel or French Creek Hotel | 25 |
| 2ND DAY | Willits Grove (Camp) or Eshleman's Hostel | 35 | Musselman's Hostel | 48 |
| 3RD DAY | Old Mill (Camp) Denver on Trail | 56 | Hagel's Hostel or Gable Sisters | 68 70 |
| 4TH DAY | Grimes' Hostel (Camp) No meals served | 76 | Drescher's Hostel | 94 |
| 5TH DAY | Beyond Covered Bridge over Swatara Creek on Trail (Camp) | 103 | Stiteler Hostel | 116 |

Other variations may be made by consulting list of Hostels and distances.

Hiking itineraries may also be made according to the distance the individual cares to cover in a day.

The Trail may be reached by railroads and bus lines at many places. Time tables may be secured from railroad and bus companies.

| | |
|--|---|
| VALLEY FORGE | P. R. R. and Reading Railway to Valley Forge. Phila. and Western to Strafford or Gulph Mills — walk to Valley Forge. |
| HOPEWELL FURNACE | R. R. to Pottstown — Murphy's Bus to St. Peters, Hopewell, Geigertown, Birdsboro. |
| GEIGERTOWN | R. R. to Birdsboro. |
| SCARLETTS MILL | Wilmington Branch of Reading Ry., Birdsboro to White Bear and Geigertown. |
| WHITE BEAR | P. R. R. to Coatesville — Reading Ry. to Geigertown and White Bear — Hike to Plowville. |
| FLOWVILLE | P. R. R. or Reading Ry. to Reading. |
| FLOWVILLE | Hike 10 miles to Trail at Plowville or Adamstown from Reading. |
| ADAMSTOWN | Reading or P. R. R. to Reading — Reading and Columbia Ry. Bus to Denver. |
| DENVER | P. R. R. to Lancaster — Reading & Columbia Bus to Denver. |
| HAGEL HOSTEL, Brickerville | Above bus also stops at Lititz, 9 mile hike to Brickerville Hostel and Manheim. |
| GRIMES HOSTEL Penryn Park | and 10 mile walk to Mt. Gretna or Penryn Park Hostel |
| GRIMES HOSTEL (1 mi. to Cornwall) | Reading Ry. to Lebanon — Lebanon Auto Bus Co. — Lebanon, Cornwall, Quentin, Lancaster. |
| DRESCHER HOSTEL (2 mi. to Campbelltown) | Campbelltown via Trolley — Lebanon and Hershey Transportation Co. |
| HERSHEY HOSTEL (2 mi. to Hershey) | Reading Ry. to Hershey from Phila., Reading or Harrisburg. Trolley — Harrisburg to Hershey. |
| MANADA GAP — Stiteler Hostel (2 mi. from Route 22) | Capitol Bus. Co. — Harrisburg to Trail on Route 22. |

The Philadelphia Dairy Council has been telling the story of the Trail and the Hostels in the High Schools of Philadelphia. Many high school students are using the Trail.

The Boy Scouts and Girl Scouts are also interested and many groups are camping along the Trail. Several Troops have hiked the entire Trail.

The Y.W.C.A. of Philadelphia has a Hiking Club and is helping to equip three Hostels.

Mr. Samuel Love, of Valley Forge, Pa., Telephone Berwyn 493-M, will supply you with horses at \$5.00 per day plus 75 cents per night stabling. With parties of four or more for two days or longer he will truck the horses to and from sections of the Trail and will supply a groom to transport the luggage and help take care of the horses at night.

An interesting two-day trip conducted by Samuel Love, Jr., is to go to French Creek (Piersol Hostel) and return the next day. The entire cost of renting horse, meals and overnight for self and horse \$12.75. A Hostel Pass is necessary. If one stays at French Creek Hotel, add \$1.00.

A three-day trip — French Creek 1st night, Plowville Hostel — lunch, returning to French Creek 2nd night — Valley Forge 3rd night.

A four-day trip to Bowmansville Hostel and return.

The Club has a Horse Van which will carry four horses. The Club will assume no liability for any injury to the horses transported. Contributions for its upkeep are as follows:

The Club will pick up horses around Philadelphia and deliver them to Valley Forge at \$3.00 per horse with a minimum of \$6.00. Return trip same rate.

Return transportation within the 50-mile limit from Valley Forge, a minimum for two horses \$15.00 and \$3.00 per horse extra. Beyond the 50-mile post a minimum for two horses \$20.00 and \$3.00 per horse extra. Longer trips \$20.00 per day for not more than 200 miles.

Horses may be transported to the other end of the Trail if one wishes to ride towards Valley Forge.

Reservations for horses and overnights at Hostels should be made in advance and must be lived up to. Reservations for meals at Hostels and Hotels must be made in advance and must be paid for unless cancelled 24 hours in advance.

Usual charges at Hostels:—Breakfast 25 cents, box lunch 40 cents, dinner 50 cents — overnight 25 cents, plus fuel charge of 5 or 10 cents. Lighter meals may be secured at cheaper rates. Facilities to do your own cooking and supplies are found at all the Hostels. For large parties advance orders should be placed for food. As Hostels are primarily overnight facilities, the House Parents are requested to collect the 10 cents fuel charge from all hostellers for the daytime use of the Hostel or camp ground including lunches and picnic suppers.

Travel Light — Clothes — Raincoat, overnight supplies and one change of clothing.

In three week-ends one can ride the entire length of the Trail, leaving horses at Hostels en route. If you cannot get up your own party, notify the President about what date you wish to make a trip, as groups may then be formed.

Organized rides will be conducted every week-end on request. Let me know if you wish to go on any of the trips, giving the date and the portion of the Trail you wish to ride.

If you wish to join hiking parties, let me know. Leaders are needed for Hiking Groups, and volunteers for work trips, to clear and re-mark the Trail.

Even if you are not a rider or a great hiker, but enjoy the out-of-doors, the spring flowers, the trees and birds, and want to save our native beauty spots before they are spoiled by commercialism, join the Club.

The U. S. Government has set aside a two-mile-wide strip of land along 700 miles of the Appalachian Trail where it goes through Federal Parks and Forests as a TRAILWAY with the understanding that no motor roads will be built therein parallel to the Appalachian Trail.

The ultimate goal of the Horse-Shoe Trail Club is to have its 116 miles made into a Trailway owned by the Federal and State Governments, keeping it free from motor traffic forever.

Help us make our public facilities for outdoor recreation more attractive.

JOIN THE CLUB — Send Check to the Secretary.

HENRY N. WOOLMAN, President

HOSTELS AND INNS ON THE HORSE-SHOE TRAIL

No. Mi. from
Valley Forge

HOSTELS

Name and Location

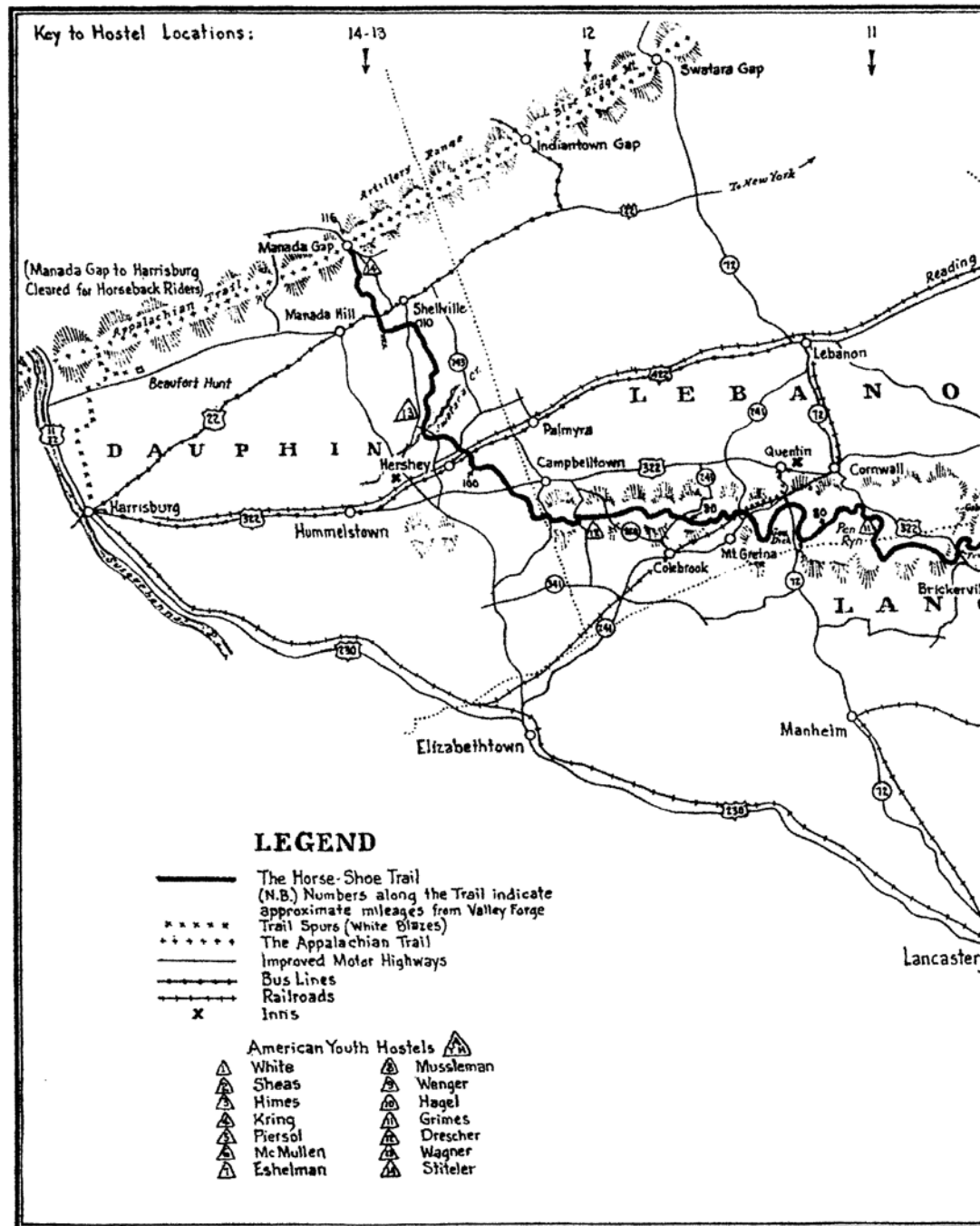
- 1 12 BRIDLEWILD HOSTEL—2 miles from Bryn Mawr R. R. Station or 4 miles from Belmont Ave. Bridge at West Manayunk, on to Waverly Road. East ¼ mile from where River Road crosses R. R. to bend in Waverly Road. Mr and Mrs. James White, P. O. Waverly Road, Gladwyn, Pa. Telephone Bryn Mawr 1858.
- 2 0 VALLEY FORGE HOSTEL—Mrs. Jerome J. Sheas, Valley Forge, Pa. Tel. Valley Forge. Stable at S. Love. Tel. Berwyn 493-M.
- 3 11 HIMES HOSTEL—On the Trail. Rapps Corners. Mr. and Mrs. Leonard H. Himes, Kimberton, Pa. Tel. Chester Springs. Horses stabled.
- 4 17 KRING HOSTEL—On the Trail. Mr. William Kring and Mrs. Olive Kring, Chester Springs, Pa. Tel. Pughtown. Horses stabled.
- 5 25½ PINE SWAMP SCHOOL HOUSE HOSTEL—½ mile east of Trail. South of Hopewell Park. Mr. and Mrs. Miles Piersol, Elverson R. D. 2, Pa. Horses stabled.
- 6 33 McMULLEN HOSTEL—Mr. and Mrs. Howard McMullen, Geigertown, Pa. Tel. Birdsboro. ½ mile left of Trail. Horses stabled.
- 7 40 PLOWVILLE HOSTEL—On the Trail. Mr. and Mrs. M. H. Eshleman, Mohnton, Rt. 1, Pa. Tel. Morgantown. Horses stabled.
- 8 48 BOWMANVILLE HOSTEL—3 miles south of Trail. Mrs. W. K. Musselman, Bowmanville, Pa. Tel. Terre Hill. Horses stabled.
- 9 55½ DENVER HOSTEL—½ mile left of Trail. Mr. and Mrs. John E. Wengel, Denver, Pa. Tel. Denver 47-M. Closed in Winter. Horses stabled.
- 10 68 BRICKERVILLE HOSTEL—On the Trail. Mr. and Mrs. Paul Hagel, Fox Road above Brickerville, Pa. P. O. address Sheridan, Pa. Horses stabled.
- 11 76 PENRYN PARK—On the Trail. Mr. and Mrs. Oscar Grimes, 433 Spruce Street, Lebanon, Pa. Horses stabled. Closed in Winter.
- 12 94 CAMPBELLTOWN HOSTEL—On the Trail. Mr. and Mrs. Jonas F. Drescher, P. O. Palmyra Route 2, Pa. Horses stabled.
- 13 104 HERSHEY HOSTEL—On the Trail west of Swatara Creek. W. S. Wagner, Jr., Hershey Rt. 1, Pa. Horses stabled.
- 14 116 MANADA GAP HOSTEL—½ mile right of Trail. R. D. Stiteler, Grantville, Pa. Horses stabled.

INNS

- 14 PAINTERS FARM—D. Roy Miller, Chester Springs, Pa. Tel. Chester Springs 2.
- 25 FRENCH CREEK HOTEL—St. Peter's, Pa. Telephone Pughtown.
- 50 JACKSON WITMAN—Adamstown, Pa. Tel. Adamstown.
- 69 GABLE SISTERS—P. O. Sheridan, Pa. Tel. Schaefferstown. 2 miles north of Trail.
- 84 QUENTIN RIDING CLUB—Route 322, Quentin, Pa. Tel. Lebanon.
- 87 THE LODGE—Mrs. Edith Martin, Mt. Gretna.
- 95 THE HORSESHOE—Campbelltown, Pa. Rt. 322. Tel. 2 miles north of Trail.
- 102 HERSHEY INN—Hershey, Pa.
- 105 HERSHEY HOTEL—Hershey, Pa.
- 118 MANADA GAP HOTEL—P. O. Linglestown, Pa. Tel. Shelville.

APPALACHIAN TRAILWAY NEWS. Usually 16 pp., triple column. Subscription per year \$1.00, per issue 50 cents. Issued in January, May and September each year, commencing with January, 1940. Contains reports and comments on Trail conditions, activities of The Appalachian Trail Conference and member clubs, and announcements; news items and information relating to the region traversed by The Appalachian Trail and various matters of interest to users of the Trail.

Guide books and maps of the various sections of the Appalachian Trail may be obtained from The Appalachian Trail Conference, 701 Union Trust Building, Washington, D. C.



Bowmansville Shelter Lures Horseshoe Trail Travelers On Story-Strewn Side Trips--- Winter Weather Holds No Terrors For Groups Of Many Nations

Near the big rocks where Civil War draft-dodgers and Revolutionary War deserters once built their tiny fires, hardy hikers of wintertime are toting their packs along the Horseshoe Trail.

Most of them turn off through the Valley of Ten Thousand Cedars, hard by Iron Rock, pass the cottage of hermit John Loyal and pull up before an old store in Bowmansville.

Built in 1870, this oldest structure in town contains the Bowmansville Youth Hostel. Where called upon to be stacked up store-room shelves on the second floor, the girls have their dormitory. The boys sleep in six double bunks in a room behind the store on the first floor. In a hall along the trail, the hostel is equipped with lockers and wash rooms.

255 In Year

Winter and summer they come on foot, on bicycles and on horses. In the past year there were 255 overnight guests at the Bowmansville hostel. Of American, five English, two Canadian, one German and one Irish. Eleven states

were represented, and eleven different occupations.

Of the 126 hikers, 98 bikers and 11 horsemen, there were 102 students and 26 teachers, 12 clerks, 8 musicians, 6 social workers, 5 lawyers, 5 government clerks, 6 engineers, 3 occupational therapists, 3 insurance agents and 3 librarians.

Some of Lancaster county's most picturesque country is looped inside the four side-trails which tempt travelers to spend an extra night or two at Bowmansville. They can take one or all of the side trips: Potato Valley trail, Devil's Hole trail, Negro Hill trail and Amish Valley trail ranging from 11 to 18 miles.

Read Booklets

So they'll know all about what they're seeing, the hostel committee has given out some 1,000 booklets describing the countryside and filled with history prepared by the local district of the Pennsylvania

The Idea As I See It

by Clarence Schock

In the latter part of the year 1934, Clarence Schock acquired ownership of 1105 acres of land surrounding the promontory known as "Governor Dick" for the purpose of preserving it as forest land forever. Originally this land was owned by the Coleman family and the timber on it was cut down from year to year and burned into charcoal in order to supply the old-fashioned furnaces at Cornwall with charcoal for converting the iron ore of Cornwall into pig iron.

This property, consisting of 110.5 acres, was owned by Clarence Schock from 1934 until August 27, 1953. On that date Clarence Schock and his wife, Evetta J. Schock, deeded these 110.5 acres to the School District of the Borough of Mount Joy for use as a school playground and public park and forest forever. This deed makes the School District of the Borough of Mount Joy trustee of this property and limits the use of it for a school playground and public park, and any other use consistent with the laws of Pennsylvania. One of the provisions of this deed is that there shall be no hunting or shooting or smoking on these premises, thereby avoiding the

danger that might occur to those who tramp these hills for pleasure and who are not interested in hunting and shooting and smoking.

Prior to the deeding of this land to the school District of the Borough of Mount Joy, Clarence Schock made an effort to turn the property over to the Commonwealth of Pennsylvania, provided it would be kept out of the hands of the Game Commission and that hunting and shooting would be prohibited. The Department of Forests and Waters, then under Mr. Draemel, was unwilling to accept the lands under such terms and would not take it except unconditionally so that the State could use it for any purpose it might see fit. Therefore, it was finally decided to deed the land to the School District of the Borough of Mount Joy for use as a school playground and public park and forest forever.

The foregoing transfer is hereby approved by order of the Board of Directors of the Campmeeting Association of the United Brethren in Christ. IN WITNESS WHEREOF said Board has hereunto set his hand and affixed the common or corporate seal this 19 day of April, A.D. 1954. (Corporate Seal) Frank C. Augst, Secy

Recorded April 22, 1954 9:25 A.M.

Sallis K. McKinney, R

THIS INDENTURE, Made the 27th day of August in the year of our Lord one thousand and fifty-three (1953). BETWEEN Clarence Schock and Evetta J. Schock, his wife, of Mt. Joy, County of Lancaster and State of Pennsylvania, parties of the first part (hereinafter called the Grantors), and The School District Of The Borough Of Mt. Joy, Commonwealth of Pennsylvania, party of the second part, (hereinafter called the Grantee), That the said Grantors for and in consideration of the sum of \$1000.00 lawful money of the United States of America, unto them well and truly paid at and before the sealing and delivery of these presents, the receipt whereof is acknowledged, have granted, bargained, sold, aliened, conveyed, released and confirmed by these presents do grant, bargain, sell, alien, convey, release and confirm unto the Grantee, its successors and assigns, IN TRUST, nevertheless for the purpose

ALL THAT CERTAIN tract of land on which is erected a tower known as Governor Dick, situated in West Cornwall Township, Lehigh County, Pennsylvania, described according to a survey or plan thereof made by J. W. Humphreys, II, assisted by Henry H. Koser, R. S., dated April 15, 1936, and amended and recodated February 19, 1953, as follows, namely:

BEGINNING at the southwest corner thereof at an iron pin, said iron pin being on Legislative Route No. 38061 (known as the Pinch Hill Road); thence along said road north forty-nine degrees and eight minutes west, six hundred thirty-two feet to a point; thence north thirty-one degrees twenty-nine minutes west, three hundred four feet to a point; thence north thirty-one degrees twenty-nine minutes west, three hundred twenty-seven feet to an iron pin; thence north twenty degrees twenty minutes west, seven hundred thirty-two feet to a point in said road; thence continuing on said road the eight following distances: (1) north eight degrees twenty-seven minutes west, three hundred and six tenths feet to a point, (2) north ten degrees twenty-nine minutes west, two and six tenths feet to a point, (3) north seven degrees thirty minutes west, two and nine tenths feet to a point, (4) north six degrees seven minutes west, nine and four-tenths feet to a point, (5) north ten degrees forty-four minutes west, five and nine tenths feet to a point, (6) north twenty-one degrees fifty-three minutes west, three hundred sixty-two feet to a point, (7) north forty-two degrees fifty

met. Sec. 20 of Book 4 - 9-1971 (July 7-1959 Certified Petition & Deed)

toward the south, with a radius of nine hundred eighty and four tenths of three hundred thirty-one feet to a point; south eighty-eight degrees two three hundred sixty-seven feet to a point; thence by a line bearing toward a radius of nineteen hundred and thirty-five feet, a distance of one hundred feet to an iron pin; thence crossing said State Highway Route 117, by Freeman Estate, south thirty-one degrees twenty-six minutes east, nine feet to an iron pin; thence north seventy-two degrees forty-two minutes east, feet to an iron pin; north fifty-six degrees forty-two minutes east, two six tenths feet to an iron pin; thence north fifty-seven degrees forty-two hundred ninety-four feet to an iron pin; thence north sixty-three degrees east, three hundred forty-five and five tenths feet to an iron pin; thence degrees twenty-seven minutes east, two hundred seventeen feet to an iron sixty-nine degrees and twenty-four minutes east, seven hundred twenty-one an iron pin; thence north sixty-four degrees thirteen minutes east, seven feet to an iron pin; thence north fifty-three degrees forty-three minutes eighty-six and one tenth feet to an iron pin; thence and north forty degrees two hundred eight and seven tenths feet to a spike in State Highway Route eight degrees twenty-two minutes east, five hundred twenty-three feet to State Highway; thence leaving said State Highway, by lands of The Grubb degrees fifty-one minutes west, seven hundred thirty-one feet to an iron four degrees thirty-three minutes west, six hundred nineteen and five tenths pin; thence south forty-one degrees fifty minutes east, two thousand one two tenths feet to an iron pin in the eastern side of said State Highway and along said Highway the following five courses and distances: (1) south seven minutes west, three hundred fifty-one and five tenths feet to a point (2) south thirty-five degrees thirty-one minutes west, four hundred and twenty feet to a point marked with a spike, (3) south thirty-nine degrees fifty-five hundred seventy-seven and two tenths feet to a point marked with a spike, degrees forty-two minutes west, one hundred eighty-four and eight tenths with a spike, (5) south four degrees fifty-eight minutes west, eight hundred

Page 17, granted, conveyed and confirmed unto Clarence Schock, the Grantor and assigns forever; The Third Part Thereof Being the same premises which Bank of Lititz, Pennsylvania, by their Indenture dated April 7, 1937, hereto be recorded, granted, conveyed and confirmed unto Clarence Schock, Grantors and assigns forever; and THE FOURTH PART THEREOF BEING the same premises in Cuba Iron Mines Company, by their Indenture dated December 30, 1940 and Recorder's Office at Lebanon, Pennsylvania, in Deed Book H, Volume 7, Page conveyed and confirmed unto Clarence Schock, Grantor above named, his hei

TOGETHER with all and singular the buildings, improvements, Streets, Alleys, Ways, Waters, Water-Courses, Rights, Liberties, Privileges, Hereditaments whatsoever therunto belonging, or in any wise appertaining, and the Reversions, Rents, Issues and Profits thereof; and all the estate, right, title, interest and demand whatsoever, of them the said Grantors, in law, equity, or otherwise and to the same and every part thereof.

~~TO HAVE AND TO HOLD the said Hereditaments and Premises hereby granted, to be, with the Appurtenances, unto the said and assigns, to and for the~~
TO HAVE AND TO HOLD the tract of land above described with the appurtenances as a playground and public park, upon the following terms and conditions: The portion thereof which is now forest or woodland shall be maintained a forest and woodland and where possible additional portions shall be planted for hunting and shooting and the smoking of cigars, cigarettes, pipes and tobacco at all times upon the land hereby conveyed; the land shall be posted with each year forbidding hunting and shooting, and appropriate notices shall be posted forbidding the smoking of cigars, cigarettes, pipes and tobacco upon the land;

The trust shall be for the enjoyment of persons traveling on foot; and no motor or mobile machinery shall be allowed to move or travel upon roads on the land except upon the business of the trust or with the written permission of the trustee; such public roads as may hereafter be built by state or local authority;

The present Tower House and other portions of the land may be used and occupied in whole or in part by a caretaker or caretakers of the land;

The trustee shall have the right to make, amend, alter and repeal regulations for the control and public use of the trust property;

The trustee shall not be required to use public or school funds to maintain the land but shall have the power to receive and apply funds entrusted to it for the benefit of the trust; and

In the event The School District of The Borough of Mt. Joy, resigns or is unable to serve as trustee of this trust, preference shall be given in the appointment of successors to other school districts or similar public authorities located in the vicinity hereby conveyed.

AND the said Grantors, for themselves and their respective heirs Do by this grant and agree, to and with the said Grantee, its successors and Assigns, Grantors and their heirs all and singular the Hereditaments and Premises and granted, or mentioned and intended so to be, with the Appurtenances, against them the said Grantors and their heirs and Assigns, against whom the said Grantee and Assigns, Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, or under him, her, them, or any of them, Shall and Will Warrant and defend in and against all and singular the Premises and Hereditaments hereinbefore mentioned, IN WITNESS WHEREOF, the parties of the first part, Grantors, have hereunto set their hands and seals. Dated the day and year first above written.

Sealed and Delivered in the Presence of Us:
Anna E. Leaman
Anna Mae Snader
Clarence Schock
Evotta J. Schick

No consideration in this Deed, therefore no Federal Stamps are required. The highest assessed valuation in this transaction is \$18,000.00.

Albert D. Soien, Pres.
Mount Joy Borough School

State Stamps: \$180.00 4-22-54
RECEIVED, the day of the date of the above Indenture, of the above-named Grantee, for the within conveyance.

~~TO BE HAD BY WITH THE APPURTENANCES, UNDE THE TITLE AND RIGHTS, TO BE HAD FOR THE~~
 TO HAVE AND TO HOLD the tract of land above described with the appurtenance
 as a playground and public park, upon the following terms and conditions:
 The portion thereof which is now forest or woodland shall be maintained and
 forest and woodland and where possible additional portions shall be planted
 Hunting and shooting and the smoking of cigars, cigarettes, pipes and tobacco
 at all times upon the land hereby conveyed; the land shall be posted with a
 each year forbidding hunting and shooting, and appropriate notices shall be
 the smoking of cigars, cigarettes, pipes and tobacco upon the land;

The trust shall be for the enjoyment of persons traveling on foot; and no
 or mobile machinery shall be allowed to move or travel upon roads on the land
 except upon the business of the trust or with the written permission of the
 such public roads as may hereafter be built by state or local authority;

The present Tower House and other portions of the land may be used and occupied
 charge by a caretaker or caretakers of the land;
 The trustee shall have the right to make, amend, all and repeal regulations
 control and public use of the trust property;
 The trustee shall not be required to use public or school funds to maintain
 but shall have the power to receive and apply funds entrusted to it for the
 grant; and

In the event The School District of The Borough of Mt. Joy, resigns or is unable
 to serve as trustee of this trust, preference shall be given in the appointment
 or successors to other school districts or similar public authorities located
 hereby conveyed.

Paul Bunyans Go To Bat

Continued from Page One

McFarland explains up to three years ago, the school district did relatively nothing with the property. "Nobody seemed to...take advantage of the unique situation we have since the property was deeded to the school," he said.

Beginning in 1983, all of the wood used in woodshop classes at DHS has been lumbered from the Governor Dick area.

"We have all of the materials up there, why not use them," said McFarland. "It not only saves the school loads of money," he added, "but it teaches the students who help hard work.

"I hope that by taking them up there, the students will develop more of an appreciation for conservation. I think they treat the wood that they use in class with more respect because they know the work it takes to get a quality board," he added.

"In 1980," McFarland said, "we hired a forester, Donald Heaverling, and started a forestry program."

When he was first hired, Heaverling began parceling the land off into 40, 60 and 100-acre blocks and marked the trees for firewood and timber to be sold.

"The blocks were put out for bids to lumber mills and commercial firewood contractors," said McFarland.

The wood that is used by the school is taken from inaccessible areas that the big equipment of the lumber contractors couldn't

get to.

McFarland noted that the money made by the school district on the sale of the wood is put into an energy fund, intended to be used to upgrade the school building.

By selectively removing trees, it improves the rejuvenation rate of the other trees, makes more trails for hiking, and improves hunting.

McFarland said that in 1980, Heaverling reported that the property produced 250,000 board feet, not including the firewood. He is predicting, based on the rejuvenation theory, that in 1990, Governor Dick will be producing 300,000 board feet each year.

According to McFarland, when Heaverling did a survey of the property in 1980, he estimated that there were 11 million board feet of timber standing. McFarland said, "We might use 1,500 board feet each year in the school program, so that sounds like nothing. The forest probably grew that much while we were there the other day."

Part of a Donegal crew is shown, each doing their part in cutting, splitting and gathering white ash wood that will be milled. Once the wood is dried, next year's industrial arts students at Donegal High School will have baseball bat blanks to turn on the shop lathes.

EXTRA Photograph by Roxanne Platt

BRIGHTBILL AMENDMENT TEXAS 11/25/1996

17 SECTION 2. TITLE 20 IS AMENDED BY ADDING SECTIONS TO READ:
18 § 7144. REPORTS FOR SCHOOL DISTRICT TRUSTEES.

19 (A) SCOPE.--THIS SECTION APPLIES IF A SCHOOL DISTRICT IS A
20 TRUSTEE OF LAND IN ACCORDANCE WITH ALL OF THE FOLLOWING:

21 (1) THE LAND IS HELD FOR THE BENEFIT OF THE PUBLIC.

22 (2) THE LAND IS NOT USED DIRECTLY FOR SCHOOL PURPOSES.

23 (B) REQUIREMENT.--

24 (1) BY JANUARY 30, THE SCHOOL DISTRICT SHALL PREPARE A
25 REPORT FOR THE PRIOR YEAR CONCERNING THE TRUST.

26 (2) THE REPORT SHALL DETAIL ALL OF THE FOLLOWING:

27 (I) REVENUES GENERATED.

28 (II) EXPENSES INCURRED.

29 (III) BALANCE OF FUNDS HELD BY THE SCHOOL DISTRICT

30 AS TRUSTEE.

19950H0299B4305

- 10 -

1 (IV) A STATEMENT REGARDING THE ACTIVITIES TAKEN BY
2 THE TRUSTEE DURING THE PRIOR YEAR TO ADVANCE THE PURPOSES
3 OF THE TRUST.

4 (3) THE REPORT MUST BE CERTIFIED AS CORRECT BY THE
5 DISTRICT SUPERINTENDENT.

6 (4) THE REPORT SHALL BE MADE PUBLIC AS FOLLOWS:

7 (I) THE REPORT SHALL BE PUBLISHED IN 14-POINT TYPE
8 IN A NEWSPAPER OF GENERAL CIRCULATION IN EACH COUNTY IN
9 WHICH THE LAND IS LOCATED.

10 (II) THE REPORT SHALL BE AVAILABLE DURING BUSINESS
11 HOURS FOR INSPECTION AND COPYING AT THE OFFICE OF THE
12 DISTRICT SUPERINTENDENT. A REASONABLE FEE MAY BE CHARGED
13 FOR COPYING.

14 § 7145. JURISDICTION.

15 NOTWITHSTANDING 42 PA.C.S. § 931 (RELATING TO ORIGINAL
16 JURISDICTION AND VENUE), JURISDICTION OVER AN ACTION INVOLVING
17 LAND REFERRED TO IN SECTION 7144 (RELATING TO REPORTS FOR SCHOOL
18 DISTRICT TRUSTEES), SHALL BE VESTED IN THE COURT OF COMMON PLEAS
19 IN THE JUDICIAL DISTRICT WHERE:

20 (1) ALL OF THE LAND IS LOCATED; OR

21 (2) MORE THAN 50% OF THE LAND IS LOCATED.

22 SECTION 3. THE REPORT REQUIRED BY 20 PA.C.S. § 7144 (B) (1)
23 SHALL APPLY TO CALENDAR YEARS BEGINNING WITH 1996.

Pursuant to Act 168 of 1996, Woodrow H. Sides, D.Ed., Superintendent of the Donegal School District, on January 30, 1997 hereby certifies as correct the following report for the year ended December 31, 1996 with respect to certain property held in trust by Donegal School District:

- 1. Revenues Generated \$4,877.25
- 2. Expenditures Incurred \$5,940.19
- 3. Balance of funds held by the School District as Trustee .. \$6,581.97
- 4. The activities of the Trustee during 1996 were to maintain and preserve forever the property held in trust as forest and woodland.

25

Note: Failed to "detail" revenues and expenditures

Donegal district quits Dick

From staff reports

MT. GRETNA — The Donegal School District in Lancaster County is no longer looking after Governor Dick, a popular hiking area located in the southern part of the county.

School directors this week voted to return trusteeship of the property to the SICO Foundation, created by Clarence and Loretta Shock, which has been reimbursing the district for maintenance costs during its 40 years of management.

The 1,105-acre wooded tract between Routes 117 and 72 northeast of Mt. Gretna was given to the school district by the Schocks in 1953 for use as a recreation area. But the district has said maintaining the property has put a strain on its maintenance staff.

District superintendent Woodrow Sites said he had been in contact with the National Conservation Fund and Lancaster County Conservancy, both of which indicated they were interested in establishing a trusteeship of the area.

The motion to end the district's relationship with Governor Dick came on a 6-1 vote, with two directors absent. It included a provi-

(See DONEGAL, page 4A)

IN THE COURT OF COMMON PLEAS OF LEBANON COUNTY
PENNSYLVANIA

ORPHANS' COURT DIVISION

IN RE: : No. 1998-82
:
:
THE SICO FOUNDATION :
:

ORDER

W.G.C.
JUN 26 R.M.S.
JEL.
J.A.W.
A.C.S.
JUN 19 9 27 AM '98
REGISTER OF WILLS &
CLERK OF ORPHANS COURT
LEBANON, PA

FILED

AND NOW, to wit, June 19, 1998, upon consideration of the within Stipulation and other matter brought the attention of the Court within the record and at the hearing, it is hereby ORDERED that this Court appoints **The SICO Foundation** and the **County of Lebanon, Pennsylvania**, as trustees under the deed of trust of Clarence and Evetta Schock dated the 27th day of August, 1953, and recorded in the office of the Recorder of Deeds of the County of Lebanon in Deed Book J-9, Page 609, under the following terms and conditions:

1. The Foundation and County shall serve as trustees to manage the lands placed in trust by Clarence and Evetta J. Schock, his wife, by deed dated August 27, 1953, recorded in the Office of the Recorder of Deeds of the County of Lebanon in Deed Book J-9 at Page 609, in accordance with the terms of the deed of trust. The trust shall be known as "Clarence Schock Governor Dick Trust".
2. Name of Park. The park shall be known as the "Clarence Schock Memorial Park at Governor Dick."
3. Resignation and dispute resolution. Each trustee shall have the authority to resign by filing a petition with the Court of Common Pleas of Lebanon County or to petition the court in the event of any dispute arising between the trustees.

pd

4. Initial Management. The trustees shall manage the park and shall also provide for a method of public participation in the management of the park, consistent with the fiduciary responsibilities in carrying out their duties under the Deed of Trust. In order to initially assist them in the management and provide for public participation, the trustees will appoint a Board of Directors. The initial composition of the Board shall be as follows:

5. There shall be a minimum of six directors. The maximum number of directors shall be determined from time to time by the trustees by mutual agreement.

6. Each trustee shall select one half of the directors, but no person shall serve as a director without the concurrence of both trustees. The County shall provide a preference for the selection of one of its trustees to be named to be a resident of West Cornwall Township, Lebanon County, Pennsylvania, who shall have been recommended to the County by the Supervisors of West Cornwall Township.

7. The directors shall be appointed for a three-year term. The initial board appointments shall be for one, two and three year terms . As the number on the board is increased from time to time terms should be spaced so as to provide evenly staggered terms. No director may be a member of the Pennsylvania General Assembly.

8. The Board shall meet at least quarterly. It may appoint an executive committee. Officers shall include a president and secretary-treasurer; one of which shall be the appointee of each trustee and both shall be part of any executive committee.

9. The Board shall file an annual report with each trustee. It shall include those items requested by each trustee and, in addition, detail the following: all receipts, payments, balances, accounts, contracts, and minutes of all meetings.

10. The trustees may, at their mutual pleasure, replace any directors at any time and amend the terms and conditions under which the Board shall be appointed or operated.

11. The Board may with prior approval reimburse a director for actual expenses incurred in the performance of their duty.

12. The by-laws of the Board shall contain rules that incorporate the provisions of Sections 4 through 9(a) and 10 of the Act of July 3, 1986, P.L. 388, No. 84.

13. The Board shall take such actions as are reasonably necessary to protect the trustees, it and any support group through appropriate insurance.

14. Compensation of Directors. Members of the Board of Directors shall serve without compensation. Any alteration of the provisions of this paragraph or the payment of any form of compensation for directors shall only be provided after specific approval, following public notice, by the Court of Common Pleas of Lebanon County.

15. Hiring of Staff. The Board may, with approval of both trustees, employ such staff as are reasonably necessary to operate the park and/or reimburse either trustee for actual services. Membership on the Board shall not disqualify anyone from being employed as Staff.

16. Support Committee. The Board, with the concurrence of both

trustees, may create and maintain a support committee. It shall consist of an association of any number of persons who desire to volunteer their time for the benefit of the park. The support committee may elect its own officers, create bylaws, maintain its own treasury, and designate the uses of funds that it has raised, consistent with the trust and the policies established by the Board. Should the support committee become inactive or dissolve, any funds shall be paid to the trustees for use at the park. The trustees may limit the funds held in the committee's treasury; the Board shall hold any funds above this amount for the use of the committee.

17. Development. The trustees may create, for purposes of development of additional financial resources for the management of the park, a not-for-profit Pennsylvania corporation to be qualified under the provisions of the Internal Revenue Code for tax deductible contributions.

18. Transition. The Donegal School District shall promptly turn over to the trustees a detailed accounting for the period beginning January 1, 1998 and the balance, if any, of any funds it is holding as trustee. The School District shall also provide to the trustees all records, documents, notices, and agreements relative to its service as trustee. The School District shall, in particular, make the new trustees aware of any disputes or controversies of which it is aware relative to any neighboring land owners or other third parties. The School District shall, in the event of the initiation of any suit which arose during its tenure as trustee, provide full and complete cooperation to the current trustees to enable them to properly defend such action. To the extent permitted by any contract of insurance held by the School District, the trustees shall be permitted to

benefit from such contract. The Trustees shall reimburse the School District for the School District's reasonable out-of-pocket expenses necessarily incurred by School District in connection with performance by School District of its obligations under this paragraph. Upon acceptance of the School District's report and, except for the School District's failure to perform its obligation under this paragraph, the Trustees agree not to assert any claim against the School District.

19. Severability. Should any provision hereof be deemed illegal or unenforceable, all other provisions hereof shall be given effect separately therefrom, and shall not be effected thereby.

20. Non-Waiver. The failure of either trustee to require performance of any term or condition of this Order or waiver by any party of any breach under this Order, shall not prevent a subsequent enforcement of such term or be deemed a waiver of any subsequent breach.

21. Headings. The headings preceding the text of the paragraphs and the subparagraphs are inserted solely for convenience of reference and shall not constitute a part of the Order, nor shall they affect its meaning, construction or effect.

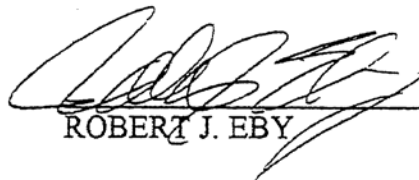
22. Assignment. Neither party may assign its rights or obligations as trustee.

23. This Order was entered within the Commonwealth of Pennsylvania and applies to a deed of trust recorded in the County of Lebanon, Commonwealth of Pennsylvania, and shall be construed and enforced in accordance with the laws of Pennsylvania within the Commonwealth of Pennsylvania.

24. Jurisdiction. Jurisdiction over the enforcement of the trust shall continue with the Court of Common Pleas of the County of Lebanon, Pennsylvania, the location of the land which is the object of the trust.

25. Effective date shall be July 1, 1998.

BY THE COURT:

 ,P.J.
ROBERT J. EBY

cc: Adrienne Snelling, Esquire
Thomas Harlan, Esquire
Carl R. Halgren, Esquire
George T. Brubaker, Esquire
Janice Anderson, Esquire

kjs

COURT OF COMMON PLEAS OF LEBANON COUNTY, PENNSYLVANIA
ORPHANS' COURT DIVISION

IN RE: CLARENCE SCHOCK
FOUNDATION, FORMERLY THE SICO
FOUNDATION

NO. 1998-82

LEBANON COUNTY
REGISTER OF WILLS
CLERK OF ORPHANS CT
2014 DEC 16 PM 2 54

DECREE

AND NOW, this 23rd day of February, 2014, upon consideration of the foregoing Petition for Authorization to Resign as Trustee, and all responses thereto, it is hereby ORDERED and DECREED that said Petition is hereby GRANTED and that the Clarence Schock Foundation is authorized to resign as co-trustee of the Clarence Schock Governor Dick Trust established under Deed of Trust of Clarence and Evetta J. Schock dated August 27, 1953 (the "Trust"), that the County of Lebanon, Pennsylvania is hereby appointed to serve as sole trustee of the Trust, and that, upon complete delivery of an executed Resignation of Trustee instrument and the Trust's remaining assets to the County of Lebanon, Pennsylvania, the Clarence Schock Foundation is discharged from any further duties with respect to the Trust and its assets.

Upon its resignation as co-trustee of the Trust, the Clarence Schock Foundation shall no longer be a member of the Clarence Schock Memorial Park at Governor Dick, Inc. (the "Corporation"), and the governing documents of the Corporation shall be amended to reflect such change.

ACTIVE 26182132v5

Any members of the Board of Directors of the Trust and/or the Corporation appointed by the Clarence Schock Foundation shall serve out their respective remaining terms and then shall resign from the Board of Directors of the Trust and/or the Corporation. Thereafter, all members of the Board of Directors of the Trust and/or the Corporation shall be selected by the County of Lebanon, Pennsylvania, as sole trustee of the Trust and sole member of the Corporation, and the Clarence Schock Foundation shall have no further responsibility to appoint directors of the Trust and/or the Corporation.

BY THE COURT:

/s/ JOHN C. TYLWALK, P.J., J.

RESIGNATION OF CO-TRUSTEE

Dated this 1st day of March, 2015.

WHEREAS, by deed dated August 27, 1953, Clarence and Evetta J. Schock deeded certain property (the "Real Property") to the School District of the Borough of Mt. Joy, County of Lancaster, Pennsylvania to hold in trust forever as a playground and public park, such trust to be known as the "Clarence Schock Governor Dick Trust" (the "Trust"); and

WHEREAS, by Order of the Orphans' Court Division of the Court of Common Pleas of Lebanon County, Pennsylvania (the "Court") dated June 19, 1998 (the "Order"), the resignation of the Donegal School District ("Donegal"), successor by merger to the school district for the Borough of Mt. Joy, County of Lancaster, Pennsylvania, as sole trustee of the Trust was accepted and the SICO Foundation and the County of Lebanon, Pennsylvania ("County") (collectively, "Co-Trustees") were appointed as successor co-trustees of the Trust; and

WHEREAS, Clarence Schock Foundation is the legal successor in interest to the SICO Foundation (the "Foundation"); and

WHEREAS, the Order provides that each trustee of the Trust shall have the authority to resign by filing a petition with the Court; and

WHEREAS, the Order directs that the co-trustees of the Trust appoint a Board of Directors to manage the Trust, such Board of Directors to have a minimum of six directors – three selected by the Foundation and three selected by the County; and

WHEREAS, the Co-Trustees formed Clarence Schock Memorial Park at Governor Dick, Inc. (the "Corporation") under the Pennsylvania Nonprofit Corporation Law of 1988 on or about August 4, 1999; and

WHEREAS, the Foundation desires to resign as co-trustee of the Trust; and

WHEREAS, the Foundation filed a Petition for Authorization to Resign as Trustee with the Court; and

WHEREAS, by Order dated February 23, 2015, the Court entered an Order, authorizing the Foundation to resign as co-trustee of the Trust, appointing the County as the sole trustee of the Trust, and removing the Foundation as a member of the Corporation.

NOW, THEREFORE, WITNESSETH, in consideration of the foregoing and intending to be legally bound:

1. The Foundation hereby resigns as the co-trustee of the Trust.
2. The County is appointed as the sole trustee of the Trust.
3. The Foundation shall no longer be a member of the Corporation, and the governing documents of the Corporation shall be amended to reflect such change.
4. Any members of the Board of Directors of the Trust and/or the Corporation appointed by the Foundation shall serve out their respective remaining terms and then shall resign from the Board of Directors of the Trust and/or the Corporation.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal on the date indicated above:

ATTEST:

Dorothy P. Halterman
SECRETARY

CLARENCE SCHOCK FOUNDATION

Joseph A. Caputo (SEAL)
By: JOSEPH A. CAPUTO
PRESIDENT

Kim Ryzengrath
Secretary Commonwealth

ARTICLES OF INCORPORATION

OF

2891179

CLARENCE SCHOCK MEMORIAL PARK AT GOVERNOR DICK, INC.

In compliance with the requirements of Section 5306 of the Nonprofit Corporation Law of 1988, 15 Pa.C.S.A. Section 5306, the undersigned, desiring to be incorporated as a domestic nonprofit corporation, hereby certifies that:

- I. The name of the Corporation is CLARENCE SCHOCK MEMORIAL PARK AT GOVERNOR DICK, INC.
- II. The location and post office address of the initial registered office of the Corporation in the Commonwealth of Pennsylvania is 73 South Zinns Mill Road, Lebanon, PA 17042.
- III. The Corporation is incorporated under the Nonprofit Corporation Law of 1988 of the Commonwealth of Pennsylvania.

IV. A. The Corporation is organized exclusively for charitable, scientific and educational purposes as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (or the corresponding provision of any successor United States internal revenue law) (the "Code"), including but not limited to the following:

(1) to conduct or promote activities designed to advance the charitable, scientific and educational use and operation of the Clarence Schock Memorial Park at Governor Dick, West Cornwall Township, Lebanon County, Pennsylvania; and

(2) generally to support or conduct such other or further activities as may be desirable to lessen the burdens of government or to achieve charitable, scientific and educational objectives.

B. To carry out and fulfill the above purposes, the Corporation is empowered to exercise all rights and powers conferred by the laws of the Commonwealth of Pennsylvania upon nonprofit corporations, to the extent such powers and authority are not inconsistent with the specific purposes, powers, and authority set forth herein, including but without limitation thereon:

(1) to acquire or receive from any individual, firm, association, corporation, trust, foundation or governmental subdivision, unit or agency, by deed, gift, purchase, bequest, devise, appointment, or otherwise, cash, securities and other property,

PA DEPT. OF STATE

AUG 04 1999

tangible or intangible, real or personal, and to hold, administer, manage, invest, reinvest and disburse the principal and income therefor solely for the purpose hereof;

(2) to distribute property and to extend financial aid and support through loans, grants, gifts, contributions, or other aid or assistance to individuals or entities, public or private, engaged in matters related to any of the purposes set forth in Paragraph A of this Article;

(3) to distribute property for such purposes in accordance with the terms of gifts, bequests, or devises to the Corporation not inconsistent with its purposes, as set forth in these Articles of Incorporation, or in accordance with determinations made by the Board of Directors pursuant to these Articles of Incorporation;

(4) to receive and maintain a fund or funds, to invest or reinvest such fund or funds and to apply the income and principal of any funds received to promote the goals and purposes set out herein;

(5) to buy, own, hold, operate, use and otherwise deal in and with any real or personal property, or any interest therein, situated in or out of this state and to sell, convey, mortgage, pledge, lease as lessor or lessee, and otherwise dispose of all or any part of its property and assets;

(6) to enter into contracts and agreements, including but not limited to partnerships and joint ventures, with public authorities and agencies and private entities and organizations on matters related to the goals and purposes set out herein;

(7) to issue evidences of indebtedness in relation to mortgages, pledges, bonds or other hypothecation; and

(8) to perform all other acts necessary or incidental to the above and to whatever is deemed necessary, useful, advisable, or conducive, directly or indirectly, to carry out the purposes of the Corporation, as set forth in these Articles of Incorporation, within and subject to the limitations of Section 501(c)(3) of the Code.

C. The Corporation shall serve only such purposes and functions and shall engage only in such activities, other than to an insubstantial degree, as are consistent with

the purposes set forth in this Article Four and with its status under Section 501(c) (3) of the Code.

D. In any and all of its activities, the corporation shall not pursue a policy with respect to applicants, members, staff, tenants or others related to such programs, that discriminates in any way on the basis of sex, race, creed, color, or national origin.

V. A. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501(c) (3) purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

B. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under Section 501(c) (3) of the Code or (2) by a corporation, contributions to which are deductible under section 170(c) (2) of the Code.

C. It is intended that the Corporation shall have, and continue to have, the status of an organization which is exempt from federal income taxation under Section 501(c) (3) of the Code. All terms and provisions of these Articles of Incorporation and Bylaws of the Corporation and all authority and operations of the Corporation, shall be construed, applied and carried out in accordance with such intent.

D. Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such a manner, or to such organization(s) organized and operated exclusively for charitable, educational, or scientific purposes as at the time shall qualify as an exempt organization(s) under Section 501(c) (3) of the Code, 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 the county in which the principal office of the Corporation is then located, exclusively for such organization(s), as said Court shall

determine, which are organized and operated exclusively for such purposes.

- VI. The Corporation does not contemplate pecuniary benefit or gain, incidental or otherwise.
- VII. The Corporation is to be organized on a non-stock basis.
- VIII. The term of the Corporation's existence is perpetual.
- IX. Name and address of each incorporator is:

| | |
|---------------------|----------------------|
| THE SICO FOUNDATION | COUNTY OF LEBANON |
| 15 Mount Joy Street | 400 South 8th Street |
| Mount Joy, PA 17552 | Lebanon 17042 |

- X. The following are the names and addresses of the persons who are to act as directors until the election of their successors:

Thomas P. Harlan, Esq.
 First and Maple Streets
 Mount Gretna, PA 17064

Franklin R. Eichler
 108 Timber Villa
 Elizabethtown, PA 17022

Carol McLaughlin
 32 Birch Avenue
 Mount Gretna, PA 17064

David F. Eichler
 159 Longenecker Road
 Mount Joy, PA 17552

William G. Carpenter
 Lebanon County Commissioners
 Office
 Municipal Building (Rm 207)
 400 South 8th Street
 Cornwall, PA 17042

John N. Weidman
 229 School Lane
 Mount Joy, 17552

- XI. These Articles of Incorporation may be amended at any time and from time to time by the unanimous vote of the Members of the Corporation. The articles of amendment shall set forth a date of the meeting of the Members at which the amendment was adopted, and a statement of the fact that such amendment received the vote of all the Members then of record.

IN TESTIMONY WHEREOF, the Incorporators have signed and sealed the Articles of Incorporation this _____ day of _____, 1999.

THE SICO FOUNDATION

By: Franklin R. Eichler
 Franklin R. Eichler

Title: TREASURER

THE COUNTY OF LEBANON

By: William G. Carpenter
 William G. Carpenter

Title: County Commissioner

CLARENCE SCHOCK MEMORIAL PARK AT GOVERNOR DICK, INC.

BY-LAWS

ARTICLE I - OFFICES

1. Registered Office. The registered office of the Corporation shall be at 73 South Zinns Mill Road, Lebanon, PA 17042. The Corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the activities of the Corporation may require.

ARTICLE II - SEAL

1. Corporate 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 - MEMBERS ("TRUSTEES")

1. Membership. The membership of the Corporation shall consist of the trustees of the Clarence Schock Governor Dick Trust as named from time to time pursuant to any order of the Court of Common Pleas of Lebanon County, Pennsylvania (the "Trustees"). The initial Trustees shall be THE SICO FOUNDATION and the COUNTY LEBANON, being the trustees appointed pursuant to the Order of the Court of Common Pleas of Lebanon County, Pennsylvania, No. 1998-82, dated June 19, 1998 (the "Court Order"). For the purposes of these Bylaws and the application of the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the "NCL"), the words

"Trustee" or "Trustees" shall have the meaning assigned to the words "Member" or "Members" under the NCL.

ARTICLE IV - MEETINGS OF TRUSTEES

1. Annual Meeting. The annual meeting of the Trustees shall be held on or after the third Thursday of July of each year immediately before the annual meeting of the Board of Directors, except that if such day is a legal holiday, the meeting shall be held on the first following business day. At such annual meeting, the Trustees shall elect the Directors in accordance with the requirements of Article V these Bylaws and Paragraphs 6 and 7 of the Court Order. Each Trustee shall be entitled to elect one-half of the Directors, provided that no person shall serve as a Director without the concurrence of both Trustees.

2. Special Meetings. Special meetings of the Trustees may be called by the President whenever the President deems it advisable or by either Trustee by request to the other Trustee.

3. Notice of Meetings. Written notice of the place, day and hour of all meetings of the Trustees shall be given by mail to the Trustees at least seven (7) days prior to any meeting.

4. Quorum. No meeting of the Trustees shall be held without the attendance of all Trustees.

5. Privilege of Voting. Each Trustee shall be entitled to one vote at meetings of Trustees.

ARTICLE V - Directors

1. Management. The business and affairs of this Corporation shall be managed by its Board of Directors, at least six (6) in number but not more than twelve (12) as determined from time to time by the Trustees. Directors shall be natural persons of full age. No Director may be a member of the Pennsylvania General Assembly. The Board may appoint up to five (5) additional non-voting members to serve at its discretion.

2. Terms. Upon the initial organization of the Board, one-third of the voting Directors shall be named for an initial term of one (1) year, one-third for an initial term of two (2) years and one-third for an initial term of three (3) years. Thereafter, each voting Director shall be elected for a term of three (3) years and until a successor shall be elected and shall qualify.

3. Powers. In addition to the powers and authorities by these Bylaws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things.

4. Committees. The Board of Directors may, by resolution adopted by a majority of the Directors in office, establish one or more committees to consist of one or more Directors of the Corporation. Any such committee shall have and may exercise only the powers and authority designated in the resolution of the Board of Directors establishing the committee, except that no such

committee shall have any power or authority to act in any matter in which the Board of Directors could not act.

5. Committee Members. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member of any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of any such absent or disqualified member. Each committee of the Board shall serve at the pleasure of the Board.

6. Advisory Groups. The Board may provide for such other committees and advisory groups, consisting in whole or in part of non-Directors, as it deems desirable, and discontinue these committees and groups at its pleasure. Each such committee and group shall be advisory to the Board and shall have such powers and perform such duties or functions, not inconsistent with law, as may be set forth for it by the Board. Appointments to and the filling of vacancies on such committees and groups shall be the responsibility of the President unless the Board provides otherwise. Any action by any such committee or group shall be reported to the Board at its next meeting after such action. Actions taken by such committees or groups shall be subject to control, revision and alteration by the Board, provided that no rights of third persons shall be prejudicially affected.

7. No Remuneration. No Director of the Corporation shall receive, directly or indirectly, any salary, compensation or emolument, unless authorized by the affirmative vote of the majority of the Board of Directors.

ARTICLE VI - MEETINGS

1. Annual Meeting. The annual meeting of the Board of Directors of the Corporation shall be held on the third Thursday of July of each year immediately following the annual meeting of the Trustees, except that if such day is a legal holiday, the meeting shall be held on the first following business day. At such annual meeting the officers shall be elected in accordance with the requirements of Article VII of these Bylaws.

2. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and at such place or places within this Commonwealth or elsewhere as a majority of the Directors may from time to time appoint, or as may be designated in the notice calling the meeting, but at least four (4) such meetings shall be held during the fiscal year.

3. Notices. Written or personal notice of every meeting of the Board of Directors shall be given to each Director at least five (5) days prior to the day named for the meeting.

4. Quorum. A majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present at a meeting at which quorum is present shall be the acts of the Board of

Directors. Any action which may be taken at a meeting of the Directors may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all of the Directors in office and shall be filed with the Secretary of the Corporation.

5. Conference Telephone Meetings. Directors may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

6. Reconvened Meetings. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the Directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

ARTICLE VII - OFFICERS

1. Selection, Qualification and Term. The officers of the Corporation shall be chosen by the Board of Directors, and shall be a President, Secretary and Treasurer and such other officers and assistant officers as the needs of the Corporation may require. The President and Secretary shall be natural persons of full age; the Treasurer, however, may be a Corporation, but if a natural person, shall be of full age. They shall hold their offices for a term of one (1) year and shall have authority and shall perform such duties as are provided by the Bylaws and as shall from time to time be prescribed by the Board of Directors. It shall not be necessary for the officers to be Directors and any number of offices may be held by the same person. The Board of Director may secure the fidelity of any or all such officers by bond or otherwise.

2. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights of any person so removed.

3. President. The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Board of Directors; the President shall have general and active management of the affairs of the Corporation; shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the Directors to delegate any

specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of the Corporation. He or she shall execute bonds, mortgages and other documents requiring a seal, under the seal of the Corporation. The President shall be EX-OFFICIO a member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of President.

4. Secretary. The Secretary shall attend all sessions of the Board and act as clerk thereof, and record all the votes of the Corporation and the minutes of all its transactions in a book to be kept for that purpose; and shall perform like duties for all committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors, and shall perform other duties as may be prescribed by the Board of Directors or President, under whose supervision he or she shall be. The Secretary shall keep in safe custody the corporate seal of the Corporation, and when authorized by the Board, affix the same to any instrument requiring it.

5. Treasurer. The Treasurer shall act in all cases for and as the President in the latter's absence or incapacity, and shall have custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall keep the moneys of the Corporation in a separate account to the credit of the Corporation. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such

disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation.

ARTICLE VIII - EXECUTIVE COMMITTEE

1. The Board of Directors may establish an Executive Committee which shall consist of the officers of the Corporation and any other member or members of the Board of Directors appointed by the Officers. The Executive Committee shall have the right to act on matters requiring immediate attention, subject to the later approval of the Board of Directors.

ARTICLE IX - VACANCIES

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

2. Board of Directors. Vacancies in the Board of Directors, including vacancies resulting from an increase in the number of Directors shall be filled by the Trustees. Such vacancies shall be filled in a manner consistent with the right of each Trustee to select one-half of the Directors, subject to the concurrence of the other Trustee.

3. Removal of Directors. The Trustees may declare vacant the office of a Director if he or she is declared of unsound mind

by an order of court or is convicted of a felony; if within sixty (60) days after notice of selection, he or she does not accept such office either in writing or by attending a meeting of the Board of Directors; or if he or she fails to attend three (3) consecutive meetings of the Board without cause; and fulfill such other requirements of qualifications as the Bylaws may specify.

ARTICLE X - BOOKS AND RECORDS

1. Bylaws and Proceedings. The Corporation shall keep an original or duplicate record of the proceedings of the Directors and the original or a copy of its Bylaws, including all amendments thereto to date, certified by the Secretary of the Corporation.

2. Accounts. The Corporation shall also keep appropriate, complete and accurate books or records of account. The records provided for herein shall be kept at either the registered office of the Corporation in this Commonwealth, or at its principal place of business wherever situated.

ARTICLE XI - TRANSACTION OF BUSINESS

1. Real Estate. The Corporation shall make no purchase of real property nor sell, mortgage, lease away or otherwise dispose of its real property, unless authorized by the unanimous consent of the Trustees.

2. Incidental Profits. Whenever the lawful activities of the Corporation involve among other things the charging of fees or prices for its real or personal property, services or products, it

shall have the right to receive such income and, in so doing, may make an incidental profit. All such incidental profits shall be applied to the maintenance and operation of the lawful activities of the Corporation, and in no case shall be divided or distributed in any manner whatsoever among the Directors or officers of the Corporation.

3. Signatories. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

ARTICLE XII - ANNUAL REPORT

1. Annual Report. The Board of Directors shall prepare annually a report, verified by the President and Treasurer or by a majority of the Directors, 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.

2. Filing. This report shall be filed with the minutes of the annual meeting of the Board of Directors and with the Trustees.

ARTICLE XIII - NOTICES

1. Forms. Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof by first class mail, postage prepaid, or by telegram, charges prepaid, or by FAX transmittal to the person's address appearing on the books of the Corporation, or, in the case of Directors, supplied by such person to the Corporation for the purpose of notice. If the notice is sent by mail or by telegraph, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a telegraph office for transmission to such person. If the notice is sent by FAX transmittal, it shall be deemed given when transmission is completed. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by statute or these Bylaws. When a special meeting is adjourned it shall not be necessary to give any notice of the adjourned meeting, other

than by announcement at the meeting at which such adjournment is taken.

2. Waiver. Whenever any written notice is required to be given under the provisions of the statute or the Articles or Bylaws of this 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. Except as otherwise required by statute, neither the business to be transacted at nor the purpose of a meeting need be specified in the waiver of notice of such meeting. 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 because the meeting was not lawfully called or convened.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January.

2. Subventions. The Board of Directors, by resolution, may authorize the Corporation to accept subventions on terms and conditions not inconsistent with the provisions of section 5542 of the Nonprofit Corporation Law of 1988, and to issue certificates therefor.

ARTICLE XV - LIMITED LIABILITY AND INDEMNIFICATION

1. Limited Liability.

(a) Except as provided in paragraph 1(b), no Director (or former Director) of the Corporation shall be personally liable for monetary damages for any action taken as a Director or any failure to take any action unless the Director has breached or failed to perform the duties of his or her office in accordance with Section 5712 of the Nonprofit Corporation Law of 1988 (the "NCL") and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.

(b) This limitation of liability shall not apply to responsibility or liability of a Director pursuant to a criminal statute or the liability of a Director for the payment of taxes pursuant to local, State, or Federal law.

2. Indemnification. The Corporation shall indemnify every member of the Board of Directors, every member of every committee and subcommittee of the Board of Directors (each a "committee member"), and every officer of the Corporation (collectively the "Indemnities"), and may indemnify any other employee or agent, who was or is a party to, or is threatened to be made a party to or who is called as a witness in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including without limitation an action by or in the right of the Corporation, by reason of the fact that such person is or was a Director, committee member, officer,

employee or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, officer, employee or agent of another entity, partnership, joint venture, trust or other enterprise, against expenses, including without limitation attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding unless the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.

3. Rights not exclusive. The indemnification and advancement of expenses provided by, or granted 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 any Bylaw, agreement, contract, vote of Trustees or disinterested Directors or pursuant to the direction of any court of competent jurisdiction or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. It is the policy of the Corporation that indemnification of, and advancement of expenses to, Indemnitied of the Corporation shall be made to the fullest extent permitted from time to time by law. To this end, the provisions of this Article shall be deemed to have been amended for the benefit of Indemnitied of the Corporation effective immediately upon any modification of the NCL that expands or enlarges the power or obligation of Corporations organized under the NCL to indemnify, or advance expenses to, Indemnitied of the Corporation.

4. Advancement of expenses. The Corporation shall pay expenses incurred by an Indemnitee, and may pay expenses incurred by any other employee or agent, in defending a civil or criminal action, suit or proceeding 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 Corporation.

5. Continuation of rights.

(a) The indemnification and advancement of expenses provided by or granted pursuant to this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, committee member, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person.

(b) The indemnification and advancement of expenses provided by this Article shall not depend upon whether such person is a member of the Board of Directors, a committee member, an officer, employee or agent at the time such claim, action, suit, or proceeding is begun, prosecuted, or threatened, nor on whether the liability to be indemnified was incurred or the act or omission occurred prior to the adoption of this Article.

6. Funding. The Corporation shall have the authority to create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner

its indemnification obligations, whether arising under the By-laws or otherwise. This authority shall include, without limitation, the authority to (a) deposit funds in trust or in escrow; (b) establish any form of self-insurance; (c) secure its indemnity obligations by grant of a security interest, mortgage other lien on the assets of the Corporation; or (d) establish a letter of credit, guaranty or surety arrangement for the benefit of such persons in connection with the anticipated indemnification or advancement of expenses contemplated by this Article. The provisions of this Article shall not be deemed to preclude the indemnification of, or advancement of expenses to, any person who is not specified in Section 2 of this Article but whom the Corporation has the power or obligation to indemnify, or to advance expenses for, under the provisions of the NCL or otherwise. The authority granted by this Section 6 shall be exercised by the Board of Directors of the Corporation.

7. Notice and Representation. As soon as practicable after receipt of any person specified in Section 2 of this Article of notice of the commencement of any action, suit or proceeding specified in Section 2 of this Article such person shall, if a claim with respect thereto may be made against the Corporation under this Article notify the Corporation in writing of the commencement or threat thereof, however, the omission so to notify the Corporation shall not relieve the Corporation from any liability under this Article unless the Corporation shall have been prejudiced thereby or from any other liability that it may have to

such person other than under this Article. With respect to any such action as to which such person notifies the Corporation of the commencement or threat thereof, the Corporation may participate therein at its own expense and, except as otherwise provided below, to the extent that it desires, the Corporation jointly with any other indemnifying party similarly notified shall be entitled to assume the defense thereof, with counsel selected by the Corporation to the reasonable satisfaction of such person. After notice from the Corporation to such person of its election to assume the defense thereof, the Corporation shall not be liable to such person under this Article for any legal or other expenses subsequently incurred by such person in connection with the defense thereof other than as otherwise provided below. Such person shall have the right to employ his or her or its own counsel in such action, but the fees and expenses of such counsel incurred after notice from the Corporation of this assumption of the defense thereof shall be at the expense of such person unless: (a) the employment of counsel by such person shall have been authorized by the Corporation; (b) such person shall have reasonably concluded that there may be a conflict of interest between the Corporation and such person in the conduct of the defense of such proceeding; or (c) the Corporation shall not in fact have employed counsel to assume the defense of such action. The Corporation shall not be entitled to assume the defense of any proceeding brought by or on behalf of the Corporation or as to which such person shall have reasonably concluded that there may be a conflict of interest.

8. Payment.

(a) In each instance in which the right to indemnification hereunder is asserted, determination of the time, manner, and amount of payment thereof, shall be made by the Board of Directors. Such indemnification shall be deemed to be an expense of the Corporation.

(b) If indemnification under this Article or advancement of expenses are not paid or made by the Corporation, or on its behalf, within ninety (90) days after a written claim for indemnification or a request for an advancement of expenses has been received by the Corporation, then such person may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim or the advancement of expenses. The right to indemnification and advancement of expenses provided hereunder shall be enforceable by such person in any court of competent jurisdiction. The burden of proving that indemnification is not appropriate shall be on the Corporation. Expenses reasonably incurred by such person in connection with successfully establishing the right to indemnification or advancement of expenses, in whole or in part, shall also be indemnified by the Corporation.

9. Insurance. The Board of Directors shall be empowered to carry such insurance as is reasonably required to provide adequate coverage for the persons mentioned in Section 2 of this Article, for the acts or omissions mentioned in Section 2 of this Article. Such insurance shall be deemed to be an expense of the Corporation.

10. Limitation. Anything to the contrary notwithstanding, the Corporation shall not indemnify Directors, officers or other persons or entities, pay their expenses in advance or pay insurance premiums on their behalf if such indemnification payment, advance expense payment or payment of insurance premiums shall constitute a violation of any of the provisions of the Internal Revenue Code of 1986 applicable to a private foundation described in Section 509(a) of said Code (or the corresponding provisions of any applicable future United States internal revenue law).

ARTICLE XVI - AMENDMENTS

1. Except as provided in Section 2, these Bylaws may be adopted, amended or repealed by the vote of the Board of Directors entitled to cast at least a majority of the votes which all Directors present are entitled to cast thereon at any regular or special meeting duly convened after notice to the Directors of that purpose.

2. Amendments to the following Articles and Sections of these Bylaws shall be made solely by the unanimous action of the Trustees:

- (a) Article III
- (b) Article IV
- (c) Article V, Section 1 and Section 3
- (d) Article VI, Section 4
- (e) Article IX, Section 2 and Section 3
- (f) Article XII
- (g) Article XV
- (h) Article XVI

CLARENCE SCHOCK MEMORIAL PARK AT GOVERNOR DICK, INC.

BY-LAWS

As Revised 5/7/15

ARTICLE I – OFFICERS

1. Registered Office. The registered office of the Corporation shall be at 3282 Pinch Road, Lebanon, PA, P.O. Box 161, Mt. Gretna, PA 17064). The Corporation may also have offices at such other places as the Board of Directors may from time to time appoint or the activities of the Corporation may require.

ARTICLE II – SEAL

2. Corporate 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 – MEMBER (“TRUSTEE”)

1. Membership. The membership of the Corporation shall consist of the (trustee) of the Clarence Shock Governor Dick Trust as named from time to time pursuant to any order of the Court of Common Pleas of Lebanon County, Pennsylvania (the “Trustee”). The Trustee shall be the COUNTY of LEBANON, being the trustee appointed pursuant to the Order of the Court of Common Pleas of Lebanon County, Pennsylvania, No. 1998-82 dated February 23, 2015 (the “Court Order”). For the purposes of these By-Laws and the application if the Pennsylvania Nonprofit Corporation Law of 1988, as amended (the “NCL”), the words “Trustee” shall have the meaning assigned to the words “Member” under the NCL.*

ARTICLE IV – MEETINGS OF TRUSTEE

1. Annual Meeting. The annual meeting of the Trustee shall be held on or after the third Thursday of July of each year, or on such other date as may be established by the Trustee, immediately before the annual meeting of the Board of Directors, except that if such day is a legal holiday, the meeting shall be held on the first following business day. At such annual meeting, the Trustee shall elect the Directors in accordance with the requirements of Article V of these By Laws.
2. Special Meetings. Special meetings of the Trustee may be called by the President whenever the President deems it advisable or by the Trustee.
3. Notice of Meetings. Written notice of the place, day and hour of all meetings of the Trustee shall be given by mail to the Trustee at least seven (7) days prior to any meeting.
4. Quorum. No meeting of the Trustee shall be held without the attendance of all Trustee.
5. Privilege of Voting. The Trustee shall be entitled to one vote at meetings of Trustee.

ARTICLE V – DIRECTORS

1. Management. The business and affairs of this Corporation shall be managed by its Board of Directors, at least six (6) in number but not more than twelve (12) as determined from time to time by the Trustee. Directors shall be natural persons of full age. No Director may be a

member of the Pennsylvania General Assembly. The Board may appoint up to five (5) additional non-voting members to serve at its discretion.

2. Terms. Upon the initial organization of the Board, one-third of the voting Directors shall be named for an initial term of one (1) year, one-third for an initial term of two (2) years and one-third for an initial term of three (3) years. Thereafter, each voting Director shall be elected for a term of three (3) years and until a successor shall be elected and shall qualify.
3. Powers. In addition to the powers and authorities by these By-Laws expressly conferred upon them, the Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things.
4. Committees. The Board of Directors may, by resolution adopted by a majority of the Directors in office, establish one or more committees to consist of one or more Directors of the Corporation. Any such committee shall have and may exercise only the powers and authority designated in the resolution of the Board of Directors establishing the committee, except that no such committee shall have any power or authority to act in any matter in which the Board of Directors could not act.
5. Committee Members. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member of any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of any such absent or disqualified member. Each committee of the Board shall serve at the pleasure of the Board.
6. Advisory Groups. The Board may provide for such other committees and advisory groups, consisting in whole or in part of non-Directors, as it deems desirable, and discontinue these committees and groups at its pleasure. Each such committee and group shall be advisory to the Board and shall have such powers and perform such duties or functions, not inconsistent with law, as may be set forth for it by the Board. Appointments to and the filling of vacancies on such committees and groups shall be the responsibility of the President unless the Board provides otherwise. Any action by any such committee or group shall be reported to the Board at its next meeting after such action. Actions taken by such committees or groups shall be subject to control, revision and alteration by the Board, provided that no rights of third persons shall be prejudicially affected.
7. No Remuneration. No Director of the Corporation shall receive, directly or indirectly, any salary, compensation or emolument, unless authorized by the affirmative vote of the majority of the Board of Directors.

ARTICLE VI – MEETINGS

1. Annual Meeting. The annual meeting of the Board of Directors of the Corporation shall be held on the third Thursday of July of each year immediately following the annual meeting of the Trustee, except that if such day is a legal holiday, the meeting shall be held on the first following business day. At such annual meeting the officers shall be elected in accordance with the requirements of Article VII of these By-Laws.
2. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and at such place or places within this Commonwealth or elsewhere as a majority of the Directors may

- from time to time appoint, or as may be designated in the notice calling the meeting, but at least four (4) such meetings shall be held during the fiscal year.
3. Notices. Written or personal notice of every meeting of the Board of Directors shall be given to each Director at least five (5) days prior to the day named for the meeting.
 4. Quorum. A majority of the Directors in office shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the Directors present at the meeting at which quorum is present shall be the acts of the Board of Directors. Any action which may be taken at a meeting of the Directors may be taken without a meeting, if a consent or consents in writing setting forth the action so taken shall be signed by all of the Directors in office and shall be filed with the Secretary of the Corporation.
 5. Conference Telephone Meetings. Directors may participate in and hold a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.
 6. Reconvened Meetings. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the Directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or of the business to be transacted, other than by announcement at the meeting which was adjourned. At any such reconvened meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting which was adjourned.

ARTICLE VII –OFFICERS

1. Selection. Qualification and Term. The Officers of the Corporation shall be chosen by the Board of Directors, and shall be a President, Secretary and Treasurer and such other officers and assistant officers as the needs of the Corporation may require. The President and Secretary shall be natural persons of full age; the Treasurer, however, may be a Corporation, but if a natural person, shall be of full age. They shall hold their offices for a term of one (1) year and shall have authority and shall perform such duties as are provided by the By-Laws and shall from time to time be prescribed by the Board of Directors. It shall not be necessary for the officers to be Directors and any number of offices may be held by the same person. The Board of Directors may secure the fidelity of any or all officers by bond or otherwise.
2. Removal. Any officer or agent may be removed by the Board of Directors whenever in its judgement the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights of any person so removed.
3. President. The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Board of Directors; the President shall have general and active management of the affairs of the Corporation; shall see that all orders and resolutions of the Board are carried into effect, subject, however, to the right of the Directors to delegate any specific powers, except such as may be by statute exclusively conferred on the President, to any other officer or officers of this Corporation. He or she shall execute bonds, mortgages and other document requiring a seal, under the seal of the Corporation. The President shall be EX-OFFICIO

a member of all committees and shall have the general power and duties of supervision and management usually vested in the office of President.

4. Secretary. The Secretary shall attend all sessions of the Board and act as clerk thereof, and record all the votes of the Corporation and the minutes of all its transactions in a book to be kept for that purpose; and shall perform like duties for all committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the Board of Directors, and shall perform other duties as may be prescribed by the Board of Directors or President, under whose supervision he or she shall be. The Secretary shall keep in safe custody the corporate seal of the Corporation, and when authorized by the Board, affix the same to any instrument requiring it.
5. Treasurer. The Treasurer shall act in all cases for and as the President in the latter's absence or incapacity, and shall have custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall keep the moneys of the Corporation in a separate account to the credit of the Corporation. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Corporation.

ARTICLE VIII – EXECUTIVE COMMITTEE

1. The Board of Directors may establish an Executive Committee which shall consist of the officers of the Corporation and any other member or members of the Board of Directors appointed by the Officers. The Executive Committee shall have the right to act on matters requiring immediate attention, subject to the alter approval of the Board of Directors.

ARTICLE IX – VACANCIES

1. Officers. If the office of any officer or agent, one or more, becomes vacant for any reason, the Board of Directors may choose a successor or successors, who shall hold office for the unexpired term in respect of which such vacancy occurred.
2. Board of Directors. Vacancies in the Board of Directors, including vacancies resulting from an increase in the number of Directors shall be filled by the Trustee. Such vacancies shall be filled in a manner consistent with these By-Laws.
3. Removal of Directors. The Trustee may declare vacant the office of a Director if he or she is declared of unsound mind by an order of court or is convicted of a felony; if within sixty (60) days after notice of selection, he or she does not accept such office either in writing or by attending a meeting of the Board of Directors; or if he or she fails to attend three (3) consecutive meetings of the Board without cause; and fulfill such other requirements or qualifications as the By-Laws may specify.

ARTICLE X – BOOKS AND RECORDS

1. By-Laws and Proceedings. The Corporation shall keep an original or duplicate record of the proceedings of the Directors and the original or a copy of its By-Laws, including all amendments thereto to date, certified by the Secretary of the Corporation.

2. Accounts. The Corporation shall also keep appropriate, complete and accurate books or records of account. The records provided for herein shall be kept at either the registered office of the Corporation in this Commonwealth, or at its principal place of business wherever situated.

ARTICLE XI – TRANSACTION OF BUSINESS

1. Real Estate. The Corporation shall make no purchase of real property nor sell, mortgage, lease away or otherwise dispose of its real property, unless authorized by the consent of the Trustee.
2. Incidental Profits. Whenever the lawful activities of the Corporation involve among other things charging of fees or prices for its real or personal property, services or products, it shall have the right to receive such income and, in so doing, may make an incidental profit. All such incidental profits shall be applied to the maintenance and operation of the lawful activities of the Corporation, and in no case shall be divided or distributed in any manner whatsoever among the Directors or officer of the Corporation.
3. Signatories. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

ARTICLE XII – ANNUAL REPORT

1. Annual Report. The Board of Director shall prepare annually a report, verified by the President and Treasurer or by a majority of the Directors, 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.
2. Filing. This report shall be filed with the minutes of the annual meeting of the Board of Directors and with the Trustee.

ARTICLE XIII – NOTICES

1. Forms. Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof by first class mail, postage prepaid, or by telegram, charges prepaid, or by FAX or email transmittal to the person's address appearing on the books of the Corporation, or, in the case of Directors, supplied by such person to the Corporation for the purpose of notice. If the notice is sent by mail or by telegraph, it shall be deemed to have been given to the person entitled thereto when deposited in the United States Mail or with a telegraph office for transmission to such person. If the notice is sent by FAX or email transmittal, it shall be deemed given when transmission is completed. A notice of meeting shall specify the place, day and hour of the meeting and any other information required by statute or these By-Laws. When a special meeting is adjourned it shall not be necessary to

2. Waiver. Whenever any written notice is required to be given under the provisions of the statute or the Articles or By-Laws of this 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. Except as otherwise required by statute, neither the business to be transacted at nor the purpose of a meeting need be specified in the waiver of notice of such meeting. 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 because the meetings was not lawfully called or convened.

ARTICLE XIV 0 MISCELLANEOUS PROVISIONS

1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January.
2. Subventions. The Board of Directors, by resolution, may authorize the corporation to accept subventions on terms and conditions not inconsistent with the provisions of section 5542 of the Nonprofit Corporation Law of 1988, and to issue certificates therefor.

ARTICLE XV – LIMITED LIABILITY AND INDEMNIFICATION

1. Limited Liability.
 - a. Except as provided in paragraph 1 (b), no Director (or former Director) of the corporation shall be personally liable for monetary damages for any action taken as a Director or any failure to take any action unless the Director has breached or failed to perform the duties of his or her office in accordance with Section 5712 of the Nonprofit Corporation Law of 1988 (the "NCL") and the breach or failure to perform constitutes self-dealing, willful misconduct or recklessness.
 - b. This limitation of liability shall not apply to responsibility or liability of a Director pursuant to a criminal statute or the liability of a Director for the payment of taxes pursuant to local, State or Federal law.
2. Indemnification. The Corporation shall indemnify every member of the Board of Directors, every member of every committee and subcommittee of the Board of Directors (each "committee member"), and every officer of the Corporation (collectively the "Indemnities"), and may indemnify any other employee or agent, who was or is a party to, or is threatened to be made a party to or who is called as a witness in connection with any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including without limitation an action by or in the right of the corporation, by reason of the fact that such person is or was a Director, committee member, officer, employee or agent of the Corporation, or is or was serving at the request of the corporation as a Director, officer, employee or Agent of another entity, partnership, joint venture, trust or other enterprise, against expenses, including without limitation attorney's fees, judgements, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding unless the act or failure to act giving rise to the claim for indemnification is determined by a court to have constituted willful misconduct or recklessness.
3. Rights not exclusive. The indemnification and advancement of expenses provided by, or granted 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 any By-Law, agreement,

contract, vote of Trustee or disinterested Directors or pursuant to the direction of any court of competent jurisdiction or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. It is the policy of the Corporation that indemnification of, and advancement of expenses to, Indemnities of the Corporation shall be made to the fullest extent permitted from time to time by law. To this end, the provisions of this Article shall be deemed to have been amended for the benefit of Indemnities of the Corporation effective immediately upon any modification of the NCL that expands or enlarges the power or obligation of Corporations organized under the NCL to indemnify, or advance expenses to, Indemnities of the Corporation.

4. Advancement of expenses. The Corporation shall pay expenses incurred by an Indemnitee, and may pay expenses incurred by any other employee or agent, in defending a civil or criminal action, suit or proceeding 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 Corporation.
5. Continuation of rights.
 - a. The indemnification and advancement of expenses provided by or granted pursuant to this Article, shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, committee member, officer, employee or agent of the Corporation and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person.
 - b. The indemnification and advancement of expenses provided by this Article shall not depend upon whether such person is a member of the Board of Directors, a committee member, an officer, employee or agent at the time such claim, action, suit, or proceeding is begun, prosecuted, or threatened, nor on whether the liability to be indemnified was incurred or the act or omission occurred prior to the adoption of this Article.
6. Funding. The Corporation shall have the authority to create a fund of any nature, which may, but need not be, under the control of a trustee, or otherwise secure or insure in any manner its indemnification obligations, whether arising under the By-Laws or otherwise. This authority shall include, without limitation, the authority to (a) deposit funds in trust or in escrow; (b) establish any form of self-insurance; (c) secure its indemnity obligations by grant of a security interest, mortgage other lien on the assets of the Corporation; or (d) establish a letter of credit, guaranty or surety arrangement for the benefit of such persons in connection with the anticipated indemnification or advancement of expenses contemplated by this Article. The provisions of this Article shall not be deemed to preclude the indemnification of, or advancement of expenses to, any person who is not specified in Section 2 of this Article but whom the Corporation has the power or obligation to indemnify, or to advance expenses for, under the provisions of the NCL or otherwise. The authority granted by this Section 6 shall be exercised by the Board of Directors of the Corporation.
7. Notice and Representation. As soon as practicable after receipt of any person specified in Section 2 of this Article of notice of the commencement of any action, suit or proceeding specified in Section 2 of this Article such person shall, if a claim with respect thereto may be made against the Corporation under this Article notify the Corporation in writing of the commencement or threat thereof, however, the omission so to notify the Corporation shall not relieve the Corporation from any liability under this Article unless the Corporation shall have

been prejudiced thereby or from any other liability that it may have to such person other than under this Article. With respect to any such action at to which such person notifies the Corporation of the commencement or threat thereof, the Corporation may participate therein at its own expense and, except as otherwise provided below to the extent that it desires, the Corporation jointly with any other indemnifying party similarly notified shall be entitled to assume the defense thereof, with counsel selected by the Corporation to the reasonable satisfaction of such person. After notice from the Corporation to such person of its election to assume the defense thereof, the Corporation shall not be liable to such person under this Article for any legal or other expenses subsequently incurred by such person in connection with the defense thereof other than as otherwise provided below. Such person shall have the right to employ his or her or its own counsel in such action, but the fees and expenses of such counsel incurred after notice from the Corporation of this assumption of the defense thereof shall be at the expense of such person unless: (a) the employment of counsel by such person shall have been authorized by the Corporation; (b) such person shall have reasonably concluded that there may be a conflict of interest between the Corporation and such person in the conduct of the defense of such proceeding; or (c) the Corporation shall not in fact have employed counsel to assume the defense of such action. The Corporation shall not be entitled to assume the defense of any proceeding brought by or on behalf of the Corporation or as to which such person shall have reasonably concluded that there may be a conflict of interest.

8. Payment.

- a. In each instance in which the right to indemnification hereunder is asserted, determination of the time, manner, and amount of payment thereof, shall be made by the Board of Directors. Such indemnification shall be deemed to be an expense of the Corporation.
- b. If indemnification under this Article or advancement if expense are not paid or made by the Corporation, or on its behalf, within ninety (90) days after a written claim for indemnification or a request for an advancement of expense has been received by the Corporation, then such person may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim or the advancement of expenses. The right to indemnification and advancement of expenses provided hereunder shall be enforceable by such person in any court of competent jurisdiction. The burden of proving that indemnification is not appropriate shall be on the Corporation. Expenses reasonably incurred by such person in connection with successfully establishing the right to indemnification or advancement of expenses, in whole or in part, shall also be indemnified by the Corporation.

9. Insurance. The Board of Directors shall be empowered to carry such insurance as is reasonably required to provide adequate coverage for the persons mentioned in Section 2 of this Article, for the acts or omissions mentioned in Section 2 of this Article. Such insurance shall be deemed to be an expense of the Corporation.

10. Limitation. Anything to the contrary notwithstanding, the Corporation shall not indemnify Directors, officers or other persons or entities, pay their expenses in advance or pay insurance premiums on their behalf if such indemnification payment, advance expense payment or payment of insurance premiums shall constitute a violation of any of the provisions of the Internal Revenue Code of 1986 applicable to a private foundation described in Section 509 (a) of

said Code (or the corresponding provisions of any applicable future United States Internal revenue law).

ARTICLE XVI – AMENDMENTS

1. Except as provided in Section 2, these By-Laws may be adopted, amended or repealed by the vote of the Board of Directors entitled to cast at least a majority of the votes which all Directors present are entitled to cast thereon at any regular or special meeting duly convened after notice to the Directors of that purpose.
2. Amendments to the following Articles and Sections of these By-Laws shall be made solely by the unanimous action of the Trustee:
 - a. Article III
 - b. Article IV
 - c. Article V, Section 1 and Section 3
 - d. Article VI, Section 4
 - e. Article IX, Section 2 and Section 3
 - f. Article XII
 - g. Article XV
 - h. Article XVI

COUNTY OF LEBANON, PENNSYLVANIA

ORDINANCE NUMBER 32

An Ordinance of the County of Lebanon establishing rules and regulations pursuant to the governing of a public park located in West Cornwall Township known as the "*Clarence Schock Memorial Park at Governor Dick*" being bound on the north by Route 117, on the east by Route 72, on the west by Pinch Road and on the south by private property.

Be it ordained by the Board of Commissioners of Lebanon County establishing the following rules and regulations for Clarence Schock Memorial Park at Governor Dick and establishing the penalty for violating of any provision of this Ordinance pursuant to the rules and regulations of Clarence Schock Memorial Park at Governor Dick:

- a) All commercial use of this said land is prohibited.
- b) The removal or defacing of any sign, poster, or property is prohibited and it shall be unlawful to damage in any manner any lands and vegetation or to interfere with any road, trail, device or structure thereon.
- c) It shall be unlawful, without the consent of the Park Board, for any person to hunt for or take any game or wildlife or to possess or discharge a firearm of any description, air gun, slingshot, explosive, bow and arrow into or upon this said land,
- d) The building or maintaining of any fires shall be prohibited.
- e) The picking, removing, cutting, or digging of flowers, plants, shrubs, and trees shall be prohibited.
- f) Depositing, leaving and/or the disposal of any trash, garbage or other debris on this said land is prohibited unless placed in containers, if provided for this purpose, and such disposal shall be limited to materials accumulated during the use of this said land. Disposing, leaving, or discarding, on this said land of camp, household or other refuse accumulated off such property is prohibited.
- g) The smoking of cigars, cigarettes, pipes and tobacco upon this said land is prohibited.
- h) No motorized vehicles of any type (including, off-road, ATV'S, snowmobiles, motorcycles, etc.) are permitted on this said land. Properly registered vehicles shall not block or obstruct driveways or access roads. Horseback riding and mountain bicycling may occur only on designated trails and roads.
- i) Overnight camping is prohibited in this said land.
- j) Area is closed from sunset to sunrise, prevailing time.

- k) Possession, consumption and the transportation of all alcoholic beverages in prohibited. Authorized representatives of Lebanon County Government, the Park Board, Cornwall Borough Police Department and the Commonwealth of Pennsylvania reserve the right to inspect coolers, ice chests, daypacks or any other containers for alcoholic beverages.
- l) Boisterous, immoral or indecent conduct is prohibited on this said land.


PENALTY

Whoever violates any provisions of the Ordinance No. 32 shall be fined not less than Seventy Five Dollars (\$75.00) nor more than Six Hundred Dollars (\$600.00) and/or shall be imprisoned not more than ninety (90) days. Furthermore, nothing herein shall be deemed to in any way limit the right of the County or the Park Board to revoke the privilege of an offender to use the Clarence Schock Memorial Park at Governor Dick and enforce that revocation under the appropriate Commonwealth criminal trespass status.


This Ordinance shall become effective as of June 1, 2006.

Ordained and enacted by the Board of Commissioners of the County of Lebanon, Pennsylvania, this 18th day of May, 2006.

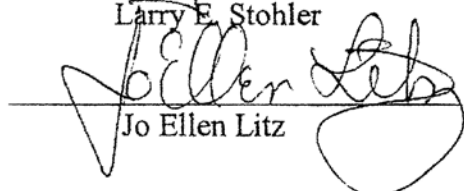
BOARD OF COMMISSIONERS
OF THE COUNTY OF LEBANON



William G. Carpenter

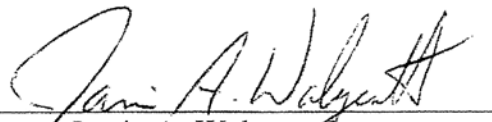


Larry E. Stohler



Jo Ellen Litz

Attest:



Jamie A. Wolgemuth
County Administrator





CLARENCE SCHOCK FOUNDATION

P.O. Box 127
Mount Joy, PA 17552

Telephone (717) 492-1966 • Fax (717) 492-1993

July 15, 2015

Mr. Jamie A. Wolgemuth, County Administrator
Lebanon County Commissioners
Municipal Building, Room 207
400 South Eighth Street
Lebanon, PA 17042-2801


R.J.P.

W.E.A.

J.E.L.

J.A.W.
____ ATTNY

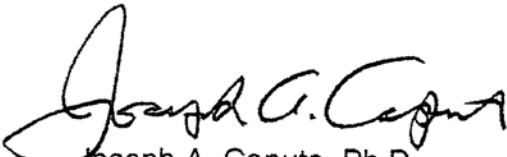
Dear Mr. Wolgemuth,

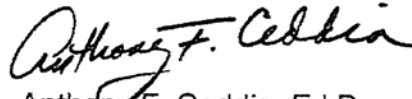
On behalf of the Board of Directors, we are very pleased to inform you that the Clarence Schock Memorial Park at Governor Dick Trust, at Fulton Bank, Lancaster, Pa. has been fully funded in the amount of One Million Dollars (\$1,000,000). With the funding of this Trust, two other major Trusts in support of Scholarships and Fellowships, along with several other lesser gifts and grants, the Foundation will have spent down its assets and will cease all operations at the end of this year, on December 31, 2015.

The Officers and Directors are very pleased that we have been able to provide this source of funding to the purposes of the Park, in perpetuity, in the name and memory of Clarence Schock. Please inform the County Commissioners and others, as you deem appropriate. This matter is no longer confidential.

For your convenience and easy reference, a copy of the Trust Agreement is enclosed. Please accept our best wishes for continuing success.

Sincerely,


Joseph A. Caputo, Ph.D.
President


Anthony F. Ceddia, Ed.D.
Chairman of the Board

Enclosure

Investing in Youth for a Better Future
www.clarenceschockfoundation.org

DEED OF TRUST

CREATING THE

CLARENCE SCHOCK MEMORIAL PARK AT GOVERNOR DICK TRUST

AND NOW, this 3rd day of October, 2014, the CLARENCE SCHOCK FOUNDATION, a Delaware nonprofit corporation, hereinafter referred to as "Settlor", hereby grants, assigns and sets over to FULTON BANK, N.A., hereinafter, together with all successors, referred to as the "Trustees," the property described in the Schedule annexed hereto and made a part hereof, together with such additional property, real or personal, as may be given, transferred or bequeathed hereto by the Settlor or by any other person. Trustees shall hold all such property and additions, hereinafter called "principal," in trust (the "Trust"), shall invest and reinvest the assets of the Trust, and shall distribute the principal and net income of the Trust as provided herein. Intending to be legally bound, Trustees and the Settlor hereby represent, warrant, covenant and agree as follows:

ARTICLE ONE

The Trust shall be known as the CLARENCE SCHOCK MEMORIAL PARK AT GOVERNOR DICK TRUST.

ARTICLE TWO

Trustees may receive and accept property, that Trustees deem appropriate, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, estate, corporation, limited liability company, partnership, or limited partnership, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Deed of Trust; but no gift, bequest, or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to, in the opinion of Trustees, jeopardize the federal income tax exemption of the Trust pursuant to Sections 501(a) and 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

ARTICLE THREE

A. Administration. All property received and accepted by Trustees shall be added to the principal of the Trust and shall be administered pursuant to the terms of this Deed of Trust.

1. Trustees shall distribute the Required Amount (as defined below) each year to CLARENCE SCHOCK MEMORIAL PARK AT GOVERNOR DICK, INC. (the "Park Corporation") in the following manner:

(a) The lesser of Fifteen Thousand Dollars (\$15,000), as adjusted annually for inflation in accordance with the National Consumer Price Index, or the Required Amount, shall be distributed for such uses and purposes as shall be determined by the Park Corporation, in its sole discretion ("Unrestricted Funds").

(b) The balance of the Required Amount, if any (the "Restricted Funds"), shall be distributed for such uses and purposes as shall be specified in writing by Trustees. In determining such uses and purposes, Trustees shall receive direction from DR. DAVID EICHLER (the "Allocauteur"). The Allocauteur's direction and decisions as to the uses and purposes shall be final. If there is no Allocauteur serving hereunder, Trustees shall specify the uses and purposes of the Restricted Funds in writing to the Park Corporation when distributing the Restricted Funds to the Park Corporation each year.

(c) Notwithstanding any provision herein to the contrary, the Unrestricted Funds and the Restricted Funds must be used exclusively for charitable purposes within the meaning of Code Section 501(c)(3).

2. Except as otherwise provided in subsection (a), hereinbelow, the "Required Amount" is defined as three percent (3%) of the value of the Trust, as determined by the guidelines set forth in Pennsylvania Act 141, as codified in Section 8113 of the Pennsylvania Principal and Income Act, 20 Pa.C.S.A. §8101, *et seq.* (the "Three Percent Value").

(a) If the Trust is or becomes subject to the Code Section 509(a) private foundation rules, then the Required Amount shall be defined as the greater of: (i) the Three Percent Value; or (ii) the amount that must be distributed to enable the Trust to satisfy the Code Section 4942 "minimum distribution" requirements (after taking into account administrative expenses and qualifying distribution carry forwards).

3. After the Park Corporation receives a distribution of the Required Amount hereunder, the Park Corporation shall deliver to Trustees and the Allocauteur (if an Allocauteur is then serving) by April 1 of the following year a written report specifying how the Park Corporation used the Required Amount.

If the Park Corporation fails to deliver its report in proper form by the due date, or if, upon review of such report, Trustees and/or the Allocauteur, if then serving, find that the Park Corporation has used the Required Amount for Improper Purposes (as defined below), Trustees shall withhold any amount which would otherwise be distributed to the Park Corporation in the distribution year in which the report was not received or in which a review of the report results in a determination that a distribution was used for Improper Purposes and instead, shall retain such Required Amount in the Trust if the Trust is a Code Section 509(a)(3) organization at such time. In the event that the Trust is subject to the Code Section 509(a) private foundation rules at such time, Trustees shall distribute such amount to the following universities, or their legal successors, in the following percentages, to be administered by such universities as separate "accounts" or "sub-funds" in accordance with the terms and conditions of Article Three, Paragraph H of the Clarence Schock Scholarship and Fellowship Charitable Trust I, which was executed by the Clarence Schock Foundation, as Settlor, and Fulton Bank, N.A., as Trustee, on September 16, 2014.

| | | |
|-------|-------------------------|-----|
| (i) | Millersville University | 37% |
| (ii) | Shippensburg University | 27% |
| (iii) | West Chester University | 21% |

(iv) Kutztown University

15%

For purposes of such administration and distribution under the terms and conditions of Article Three, Paragraph H of the Clarence Schock Scholarship and Fellowship Charitable Trust I, the term "Terminating Distribution Recipients" shall be deemed to include the above-referenced universities.

1. As to each of the following, the term "Improper Purposes" shall be deemed to mean:

(a) Unrestricted Funds. Use of the Unrestricted Funds for Improper Purposes shall mean any use that is, in the discretion of Trustees, inconsistent with the terms of this trust instrument and/or the terms of the Deed of Trust of Clarence and Evetta J. Schock dated August 27, 1953.

(b) Restricted Funds. Use of the Restricted Funds for Improper Purposes shall mean any use that is, in the discretion of Trustees and/or the Allocateur, if then serving, inconsistent with the purposes specified in writing by Trustees in accordance with Article Three, Paragraph A.1(b).

B. Purpose. The Trust is organized to engage in exclusively charitable, educational, religious, literary, or scientific activities within the meaning of Code Section 501(c)(3), including but not limited to, making distributions for charitable purposes.

C. Qualification/Private Foundation Status. It is the Settlor's intention that the Trust shall qualify as an organization described in Code Section 501(c)(3), and more particularly, as a supporting organization within the meaning of Code Section 509(a)(3). Promptly after the execution of this Deed of Trust, Trustees shall file with the Internal Revenue Service ("IRS") a Form 1023 Application requesting the IRS to classify the Trust as a supporting organization described in Code Sections 501(c)(3) and 509(a)(3). In the event the Trust shall not qualify as a supporting organization within the meaning of Code Section 509(a)(3), or if the Trust's supporting organization status is revoked, the Trust shall operate as a private foundation within the meaning of Code Sections 501(c)(3) and 509(a).

D. Duration. The Trust shall continue in perpetuity unless Trustees determine in their sole discretion that the continued administration of the Trust would be unlawful or impracticable, or that the Trust's administrative expenses or other burdens are unreasonably out of proportion to its charitable benefits, at which time Trustees may terminate the Trust after notice to the Park Corporation and distribute the remaining assets of the Trust to the Park Corporation; provided, however that at the time of distribution, the Park Corporation is a Qualified Organization (as defined below). If the Park Corporation is not a Qualified Organization, the remaining assets of the Trust shall be distributed to the universities specified in Article Third, Paragraph A.3, or their legal successors, in the percentages therein specified, to be administered by such universities as separate "accounts" or "sub-funds" in accordance with the terms and conditions of Article Three, Paragraph H of the Clarence Schock Scholarship and

Fellowship Charitable Trust I, which was executed by the Clarence Schock Foundation, as Settlor, and Fulton Bank, N.A., as Trustee, on September 16, 2014.

If Trustees desire to seek the advice and instruction of a court or courts before taking action under this paragraph, Trustees shall be entitled (but not required) to do so. Notwithstanding any other provision of this Deed of Trust, upon the Trust's termination, no assets of the Trust may be distributed in any manner inconsistent with the purposes described in Code Section 501(c)(3).

E. Prohibitions. No part of the net earnings of the Trust shall inure to the benefit of, or be distributable to, any private person, except that the Trust/Trustees shall be authorized and empowered to pay reasonable compensation for services rendered and to make appropriate payments, reimbursements and distributions in furtherance of the purposes as defined above in Paragraph B. No substantial part of the activities of the Trust shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the Trust/Trustees shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of this Deed of Trust, the Trust/Trustees shall not carry on any other activities not permitted to be carried on (1) by an organization exempt from federal income tax under Code Section 501(a) and described in Code Section 501(c)(3), or (2) by an organization, contributions to which are deductible under Code Section 170(c)(2).

F. Private Foundation Rules. Notwithstanding any other provision of this Deed of Trust, if the Trust is or becomes subject to the private foundation rules of the Code, the following shall apply:

1. Trustees shall make distributions from the Trust at such time and in such manner so as not to subject the Trust to the tax on undistributed income imposed by Code Section 4942.
2. Trustees shall not engage in any act of self-dealing as defined in Code Section 4941(d).
3. Trustees shall not retain any excess business holdings as defined in Code Section 4943(c).
4. Trustees shall not make any investments in such a manner as to subject the Trust to the tax imposed by Code Section 4944.
5. Trustees shall not make any taxable expenditures as defined in Code Section 4945(d).

G. Cy Pres. Notwithstanding any other provision of this Trust Agreement, if the Park Corporation no longer exists or is no longer a Qualified Organization (as defined below) when any such distribution is to be made, then the Park Corporation shall thereupon cease to be a beneficiary hereunder and the remaining assets of the Trust shall be distributed to the universities

specified in Article Third, Paragraph A.3, or their legal successors, in the percentages therein specified, to be administered by such universities as separate "accounts" or "sub-funds" in accordance with the terms and conditions of Article Three, Paragraph H of the Clarence Schock Scholarship and Fellowship Charitable Trust I, which was executed by the Clarence Schock Foundation, as Settlor, and Fulton Bank, N.A., as Trustee, on September 16, 2014.

For purposes of this Trust Agreement, a "Qualified Organization" is an organization, contributions to which are deductible for federal estate, gift and income tax purposes, and that is described in Code Section 170(c)(1) or in Code Sections 501(c)(3) and 509(a)(2) or 509(a)(1) (including any organization that is treated as a Code Section 509(a)(1) organization pursuant to Treasury Regulations Section 53.4945-5(a)(4) and/or Revenue Ruling 81-125).

H. Incorporation of Fund; Choice of Law. Trustees may not incorporate the Trust. The choice-of-law directed in Article Seven, Paragraph A shall yield to the extent it would contravene requirements of the Code or valid Treasury Regulations thereunder necessary to maintain the Trust as a supporting organization described in Code Sections 501(c)(3) and 509(a)(3) (assuming the Trust qualifies as a Code Section 509(a)(3) organization).

I. Spendthrift Provision. No payment to any charitable organization shall be subject to attachment, execution, sequestration or any order of Court, and no charitable organization shall have the power to pledge, assign, convey or anticipate the same, nor shall any distribution be used to satisfy any contractual obligation, debt or liability of any charitable organization, but the distribution shall be paid by Trustees to the charitable organization, free and clear of all assignments, attachments, anticipations, levies, executions, decrees and sequestrations, and shall become the property of the charitable organization only when actually received by such charitable organization.

J. Amendments.

1. Except as otherwise provided herein, Trustees may not amend the provisions of this Deed of Trust without Court approval and without approval from the Office of the Attorney General of the Commonwealth of Pennsylvania ("AG's Office").

2. Notwithstanding anything herein to the contrary, Trustees, in their sole discretion, may amend the provisions of this Deed of Trust without Court approval and without approval from the AG's Office if such amendments are necessary to qualify the Trust as an organization described in Code Section 501(c)(3) and/or Code Section 509(a) or Code Section 509(a)(3).

ARTICLE FOUR

A. Trustee Powers. Trustees shall have the following powers, which shall be exercisable without Court approval, in addition to and not in limitation of any authority vested in

them by law and by other provisions of this Trust, and which shall be applicable to all trust property, whether principal or income. Such powers shall be effective until the Trust terminates:

1. To retain any property, real or personal, as Trustees, in their absolute discretion, may deem desirable, without any liability for such retention, to invest and reinvest principal and undistributed income, and to alter, vary and change investments and reinvestments. In the exercise of any or all of the foregoing powers, Trustees shall not be confined to what are known as "Legal Investments," any statute now or hereafter in force to the contrary notwithstanding, nor be restricted by any principle of investment diversification, either as to type or amount, nor be restricted by any consideration of risk or productivity, nor be liable for any investments or retention of investments made by Trustees in good faith, it being the Settlor's intention to give to Trustees the broadest power of investment; provided, however, that such investments do not violate Code Section 4944 (if applicable) or result in revocation of the Trust's federal income tax exemption.

2. Without liability for self-dealing, to retain, purchase as an investment, sell, vote or refrain from voting securities that were issued by any corporate fiduciary or by any corporate fiduciary's affiliates; exercise or refrain from exercising any options, rights or privileges that are available to Trustees for the purchase of any such securities; invest principal or income in any corporate fiduciary's common trust funds or mutual funds, or in the common trust funds or mutual funds of any corporate fiduciary's affiliates; borrow money from any affiliate of a corporate fiduciary; and delegate any part or all of any corporate fiduciary's responsibilities to one or more of that fiduciary's affiliates. Nothing in this Agreement shall be construed to restrict Trustees from investing the Trust's assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of the Trust's assets.

3. To exercise any option, right or privilege to subscribe for or acquire stocks, bonds, notes, mortgages or other real or personal property, regardless of any risk of non-diversification.

4. To assent to, join in, dissent from, oppose or vote with respect to any plan of merger, consolidation, exchange, reorganization, lease or mortgage, voting trust plan or other concerted action of security holders of any corporation in which Trustees may hold stocks, bonds, debentures, certificates or other instruments in the nature thereof, or to delegate discretionary duties with respect thereto and to deposit such stocks, bonds, debentures, certificates or other instruments in the nature thereof under any such plan.

5. To purchase investments at a premium or at a discount, and to charge or credit such premiums or discounts to principal or to income, or partly to each, as Trustees may equitably determine.

6. To cause the investments held hereunder at any time, or any part thereof, to be registered in Trustees' name or in the name or names of Trustees' nominee or nominees, without disclosing any fiduciary relationship, or to hold said investments unregistered and in such form that they will pass by delivery.

7. To deposit and keep on deposit in checking accounts, savings accounts or certificates of deposit, and to invest in money-market funds, any or all moneys at any time received by them for such periods of time as they, in their absolute discretion, may deem advisable, and to delegate the power to draw thereon.
8. To lease for any term, exchange or sell any assets, and grant options to lease for any term, exchange or purchase any assets.
9. To subscribe for stock and bond privileges, give proxies, join in any merger, reorganization or voting trust affecting investments under this Agreement, and vote or refrain from voting any securities.
10. To carry securities in the name of a nominee, including that of a clearing corporation or depository, or in book entry form or unregistered or in such other form as will pass by delivery.
11. To treat stock and extraordinary dividends and proceeds of sales of rights to subscribe for stock as principal, income or partly each.
12. To give proxies, both ministerial and discretionary, and to appoint agents and attorneys-in-fact for the transaction of business, being responsible only for due care in the selection of such person or persons.
13. Whenever they are required or permitted to divide or distribute all or any part of the assets of the Trust estate, to make such division or distribution in kind or in money, or partly in each, and in such manner, pro rata or otherwise, as they, in their absolute discretion, shall determine.
14. To allocate gains, losses and expenses between principal and income in case of any reasonable doubt as to the applicable rule of law. In the absence of an abuse of discretion, Trustees' judgment in doing so shall bind all persons who have interests in such property.
15. To borrow money from any source, including any corporation acting as a Trustee under this Deed of Trust, for such periods of time and upon such terms or conditions as they, in their absolute discretion, may deem advisable, and to secure the repayment thereof by mortgage of real or personal property, pledge of securities or otherwise, without liability on the part of the lenders to see to the application thereof.
16. To maintain, insure, protect, develop, subdivide, otherwise improve, manage, lease, sublet, repossess, grant options for the purchase of, partition, sell and convey any interest in real estate.
17. To sell real property at public or private sale, for cash or credit; exchange or partition property; and grant options for sales or exchanges.
18. To enter into a custody agreement with any bank or trust company for the safekeeping and custody of the properties and securities of the Trust and to employ accountants,

lawyers and investment counsel and to treat any charge therefor as an additional administration expense.

19. To prosecute, defend, abandon, compromise, compound, adjust and settle any and all claims and demands in favor of or against the Trust, upon such terms and conditions and for such consideration as they, in their absolute discretion, may deem advisable.

B. Release. Trustees shall be exonerated from all liability with respect to the distribution decisions of the Allocateur and shall be held harmless from such liability by the Allocateur, the Settlor, the Park Corporation and any other charitable beneficiary hereunder. Trustees shall be under no duty to inquire into or monitor or question the prudence of, and shall have no liability of any kind with respect to, the distribution of the Trust's assets, as determined by the Allocateur, and any and all review of such distribution by Trustees shall be presumed to be solely for statement, tax reporting and/or other administrative purposes. Any such exoneration shall not be applicable for any period of time for which there is no Allocateur serving hereunder.

1. The right of the Allocateur to direct the distribution of the Trust's assets is a material purpose of the Trust, and may not be revoked or modified by any provision of the Pennsylvania Uniform Trust Act, 20 Pa.C.S.A. §7701, *et seq.* or any other provision of applicable law.

ARTICLE FIVE

A. Merger/Consolidation. In case of the merger or consolidation of a Trustee, the resultant company shall become the successor Trustee hereunder without notice to any party.

B. Resignation and Removal.

1. A Trustee may resign at any time without court approval if it designates and appoints a successor Trustee, which shall be a corporate fiduciary, and the AG's Office consents to such appointment.

2. No beneficiary of this Trust shall have the power to remove a Trustee. A Trustee may only be removed for cause pursuant to the terms of 20 Pa.C.S.A. §7766, or the corresponding section of any future Pennsylvania law governing the administration of trusts.

3. The Allocateur shall serve until the earlier of (i) his eightieth (80th) birthday; (ii) his resignation; or (iii) his incapacity or other involuntary inability to serve as Allocateur. At such time as the Allocateur is no longer serving hereunder, Trustees shall assume all rights, powers, duties and obligations of the Allocateur under this Deed of Trust.

The Allocateur may resign at any time without court approval. If the Allocateur is determined to be incapacitated by a court having jurisdiction, the rights of the Allocateur reserved hereunder will be revoked. In the absence of a judicial determination, if two competent physicians reasonably believe and confirm in writing that the Allocateur is suffering from mental or physical incapacity to the extent that the Allocateur is unable to process relevant information

effectively and to communicate decisions effectively, they may give the Allocateur written notice to that effect. Upon delivery to the Allocateur of that written notice, the Allocateur's rights reserved hereunder will be revoked.

C. Recordkeeping/Accounting. Trustees shall maintain all Trust files and records. Trustees shall send an accounting detailing all trust assets, receipts, disbursements and distributions, and investment gains and losses to the Allocateur and to each charitable beneficiary of the Trust no less frequently than annually.

D. Compensation.

1. Trustees shall receive annual compensation for their services hereunder in accordance with their published schedule of fees in effect from time to time during the period their services are rendered, provided such compensation does not exceed that allowable by a court of competent jurisdiction. Trustees shall be reimbursed for any out-of-pocket expenses incurred in connection with any services rendered as Trustees hereunder.

2. For such period as the Allocateur serves hereunder, the Allocateur shall receive annual compensation from the principal of the Trust for his services hereunder in an amount equal to ten percent (10%) of the Required Amount distributed in that calendar year.

E. Reimbursement.

1. In the case of any cause of action brought by Trustees against the Allocateur, in his capacity as Allocateur, a court of competent jurisdiction shall determine whether the Allocateur shall be entitled to reimbursement from the Trust for all legal fees, costs and expenses incurred by the Allocateur in defending against such cause of action.

2. In the case of any cause of action brought by any other party against the Allocateur, in his capacity as Allocateur, the Allocateur shall be entitled to reimbursement from the Trust for all legal fees, costs and expenses incurred by the Allocateur in defending against such cause of action.

3. In the case of any cause of action brought by the Allocateur against Trustees, the determination as to whether the Allocateur shall be entitled to reimbursement from the Trust for all legal fees, costs and expenses incurred by the Allocateur in bringing such cause of action shall be determined by a court of competent jurisdiction.

4. In the case of any cause of action brought by the Allocateur against any other party, Trustees, in their sole discretion, shall determine whether the Allocateur shall be entitled to reimbursement from the Trust for all legal fees, costs and expenses incurred by the Allocateur in bringing such cause of action.

F. Security. The Settlor directs that no Trustee serving hereunder shall be required to give security in any jurisdiction in which such Trustee may act.

ARTICLE SIX

The Settlor hereby declares the Trust to be irrevocable, without any right reserved in the Settlor to alter, amend or revoke the Trust except that the Settlor retains the right to contribute additional assets to the Trust.

ARTICLE SEVEN

A. Governing Law, Situs. This Trust Agreement has been delivered to and accepted by Trustees in the Commonwealth of Pennsylvania and shall be governed in all respects by the laws of said Commonwealth. The situs of the Trust shall be Lancaster County, Pennsylvania. Trustees, however, are prohibited from exercising any power or discretion under the laws of such Commonwealth in a manner inconsistent with the Trust's qualification as a Code Section 509(a)(3) organization (assuming the Trust qualifies as a Code Section 509(a)(3) organization).

The preceding paragraph notwithstanding, Trustees may, in Trustees' sole discretion and without the need for the approval of any court or any beneficiary hereunder, change the situs of the Trust or the law governing the administration of the Trust to any jurisdiction or the law of any jurisdiction, as the case may be, if Trustees believe that such change shall be in the best interests of (i) the administration of the Trust, or (ii) any charitable beneficiary of the Trust. Trustees may elect that the law of such other jurisdiction shall thereafter govern the Trust to such extent as Trustees may deem necessary or appropriate in Trustees' sole discretion, and this Agreement may be amended by Trustees, without Court approval and without approval from the AG's Office, to comply with the laws of such other jurisdiction. In exercising discretion under this paragraph, Trustees shall have no duty to consider the laws of all or any possible jurisdictions that may apply, or to consider the laws of all or any possible jurisdictions to which the situs of the Trust may potentially be relocated. Trustees, however, are prohibited from exercising this power in a manner inconsistent with the Trust's qualification as a Code Section 509(a)(3) organization (assuming the Trust qualifies as a Code Section 509(a)(3) organization).

B. Headings. The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Deed of Trust.

C. Miscellaneous. All terms used in this Agreement and corresponding pronouns shall be construed as masculine, feminine or neuter, singular or plural, as the sense requires. The term "Trustees" shall designate whatever person or legally qualified corporation or both may then be acting as a result of any initial appointment, an addition, designation or substitution pursuant to the above provisions, or any other proceedings.

Signatures appear on following page(s).

IN WITNESS WHEREOF, the undersigned have executed this Trust Agreement on the day and year set forth above.

ATTEST:

Monica Z. Smith, Jr.

SETTLOR:

CLARENCE SCHOCK FOUNDATION

Joseph A. Caputo
By: JOSEPH A. CAPUTO
Title: PRESIDENT

ATTEST:

[Signature]

TRUSTEE:

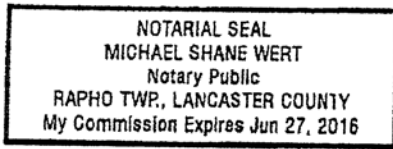
FULTON BANK, N.A.

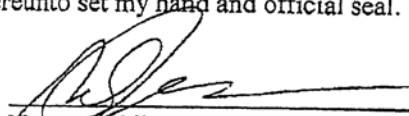
Kristen L. Hartman, s/v
By: Kristen L. Hartman
Title: Chief Fiduciary Officer

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF Lancaster : ss.

On this, the 23 day of September, 2014, before me, a Notary Public, personally appeared Joseph A Caputo, a President of the CLARENCE SCHOCK FOUNDATION, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes and in the capacities therein specified.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.



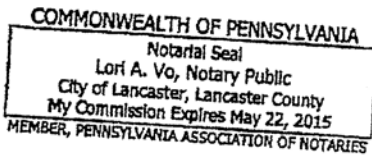


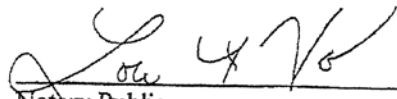
Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF : ss.

On this, the 3rd day of October, 2014, before me, a Notary Public, personally appeared Kristen L. Hartman, a SVP of FULTON BANK, N.A., known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes and in the capacities therein specified.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.





Notary Public