

CONSTITUTION OF THE BRENTWOOD SOCCER CLUB

ARTICLE I. NAME

This organization shall be know as the Brentwood Soccer Club, a nonprofit corporation under the laws of the State of Tennessee, hereafter referred to as BWSC or the "Club." The complete address of the Club's initial registered office in Tennessee is: 1427 Arrowhead Drive, Brentwood, Tennessee 37027, County of Williamson. The name of the initial registered agent, to be located at the address listed above is: Joel E. Warren.

ARTICLE II. PURPOSE

To promote the sport of soccer for the enjoyment of players of all ages, as well as parents and spectators, by creating and increasing opportunities for wholesome participation.

ARTICLE III. AFFILIATION

BWSC shall be an affiliate of, and comply with the authority of, the United States Soccer Federation (USSF) as administered by its Youth Division, and other associated organizations as determined by BWSC for the execution of BWSC's purpose.

ARTICLE IV. GOVERNANCE

BWSC shall be governed by its Constitution, Bylaws, and General Rules, except when these provisions are superseded by the governing authority of the U.S. Soccer Federation (USSF) with whom BWSC is affiliated.

ARTICLE V. MEMBERSHIP

Members of BWSC shall be any organizations and persons interested in promoting and advancing the sport of soccer. The club will not discriminate based on sex, race, color, religion, ethnic background or national origin and membership is open to the general public.

ARTICLE VI. MEETING

BWSC shall hold a general membership meeting at least one time annually.

ARTICLE VII. LIMITED PERSONAL LIABILITY OF DIRECTORS

No person who is or was a Director of the Club nor such person's heir, executors, administrators, or legal representatives (collectively referred to as a "Director"), shall be personally liable to the Club for monetary damages for breach of fiduciary duty as a Director. However, this provision shall not eliminate or limit the liability of a Director (a) for any breach of a Director's duty of loyalty to the Club, (b) for acts of omission not in good faith or which involve intentional misconduct or a knowing violation of law, or (c) under Section 48-58-304 of the Act. No repeal or modification of the provisions of this Article, either directly or by the adoption of provisions inconsistent with the provisions of this Article, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

ARTICLE VIII. INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

A. Mandatory Indemnification of Directors and Officers. To the maximum extent permitted by the provisions of Sections 48-58-501, et. seq. of the Act, as amended from time to time (provided, however, that if amended to the Act in any way limits or restricts the indemnification rights and only to activities of persons subject to indemnification under this paragraph (A) which occur subsequent to the effective date of such amendment), the Club shall indemnify and advance expenses to any person's heir, executors, administrators and legal representatives, for the defense of any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (any such action, suit or proceeding being hereinafter referred to as the "Proceeding") to which such person was, is, or is threatened to be made, a named defendant of respondent, which indemnification and advancement of expenses shall include counsel fees actually incurred as a result of the Proceeding or any appeal thereof, reasonable expenses actually incurred with respect to the Proceeding, all fines, judgements, penalties and amounts paid in settlement thereof, subject to the following conditions:

1. The Proceeding was instituted by reason of the fact that the person is or was a Director or officer of the Club; and
2. The Director or officer conducted himself or herself in good faith, and her or she reasonably believed (a.) in the case of conduct in his or her official capacity with the Club, that his or her conduct was in its best interest; (b.) in all other cases, that his or her conduct was at least not opposed to the best interest of the Club; and (c.) In the case of any criminal proceeding, that her or she had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgement, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the Director or officer did not meet the standard of conduct herein described.

B. Permissive Indemnification of Employees and Agents. The Club may, to the maximum extent permitted by the provisions of Section 48-58-501, et seq. Of the Act, as amended from time to time (provided, however, that if amended to the Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by

law and only to activities of persons subject to indemnification under this paragraph (B) which occur subsequent to the effective date of such amendment), indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Club, or to such person's heir, executors, administrators and legal representatives, to the same extent as set forth in subparagraph (A)2 above. The Club may also indemnify and advance expenses on a Proceeding to any person who is or was an employee or agent of the Club to the extent, consistent with public policy, as may be provided by this bylaw, contract, or by general or specific action of the Board of Directors.

C. Prohibited Indemnification. Notwithstanding any other provisions of the Article VIII, the Club shall not indemnify or advance expenses to or on behalf of any director, officer, employee, or agent of the Club, or any such person's heirs, executors, administrators, or legal representatives:

1. If a judgement or other final adjudication adverse to such person establishes his or her liability for any breach of the duty of loyalty to the Club, for acts of omission not in good faith or which involve intentional misconduct or a knowing violation of law, or under Section 48-58-304 of the Act, or

2. In connection with Proceeding by or in the right of the Club in which such person was adjudged liable to the Club; or

3. In connection with any other Proceeding charging improper personal benefit to such person, whether or not involved action in his official capacity, in which he or she was adjudged liable on the basis of personal benefit was improperly received by him or her.

ARTICLE IX. LEGAL and TAX EXEMPT STATUS

A. The purpose for which the organization is organized is exclusively educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue Law.

B. Notwithstanding any other provisions of these articles, this organization shall not carry on any other activities not permitted to be carried on by an organization exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States Internal Revenue Law.

C. In the event of dissolution, the residual assets of the organization will be turned over to one or more organizations which themselves are exempt as organizations described in Section 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986 or corresponding sections of any prior or future Internal Revenue Code, or to the Federal, State, or local government for exclusive public purposes.

X. AMENDMENTS

Amendments to this Constitution must be approved by two-thirds (66%) of the voting Directors at any Board of Directors meeting or two-thirds (66%) of the voting members at a general membership meeting.