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**BYLAWS  
OF HARDIN VALLEY FOOTBALL CLUB,  
INC.**

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**I. Name, Identification and Location.**

A. **Name and Identification.** The name of this organization shall be **HARDIN VALLEY FOOTBALL CLUB, INC.** (the "Corporation"). The Corporation is a not-for-profit corporation organized under the Tennessee Nonprofit Corporation Act.

B. **Principal Office.** The principal office of this Corporation shall be located in the State of Tennessee and/or such other localities as may be determined by the Officers and Board members

**II. Seal.**

The signature of the President of this Corporation, duly attested to by the Secretary, shall be used in lieu of a seal.

**III. Purposes, Prohibition Against Private Inurnment.**

A. **Purposes.** The purposes for which this Corporation is organized are to establish, manage and operate a youth sports club which shall promote physical education of persons under the age of 18, encourage the growth of sports among youth, teach sports to youth, and combat juvenile delinquency and lessen the burden of the government, and to carry out such acts, engage in any activities and exercise all the powers conferred upon not-for-profit corporations under the Tennessee Nonprofit Corporation Act, and for which specific authorization under the laws of the State of Tennessee is not required, in order to accomplish its religious, charitable, educational and scientific purposes as such terms and provisions are defined in § 501(c)(3) of the Internal Revenue Code of 1986, as amended {"Code"}.

B. **No Private Inurnment.** No part of the net earnings of this Corporation shall inure to the benefit of any member or other individual. None of the property of the Corporation shall be distributed directly or indirectly to any member of the Corporation. The Corporation shall not promote propaganda or otherwise attempt to influence legislation. In the event of the dissolution or liquidation of the Corporation, any assets then remaining shall be distributed among such organizations as shall qualify at the time as exempt organizations described in Code § 501 (c){3} as the trustees shall determine.

C. **Prohibitions.** Pursuant to such purposes and in keeping with its status as an exempt organization, the Corporation will not engage in any act of self dealing as defined in Code § 494 lfd); retain any excess business holdings as defined in Code § 4943(c); make any investments in such manner as to subject it to tax under Code § 4944; nor make any

taxable expenditures as defined in Code § 4945(d). The Corporation will not engage in any transaction or do or permit any act or omission which will operate to deprive it of its tax-exempt status under § 501(c)(3) of the Code.

#### IV. **Officers and Board Members.**

A. **Authority.** The business, property and affairs of the Corporation shall be managed and controlled by the Officers and Board Members, and such Board may exercise all powers of the Corporation and do such lawful acts and things as are not by statute or not by the Charter or by these Bylaws directed or required to be exercised or done by the members. No one (1) person has veto power with respect to management or control of the company.

B. **Number and Qualification.** The affairs and business of the Corporation will be managed by an initial Board appointed by the Incorporator consisting of three (3) Officers, at least five (5) but no more than seven (7) board members and shall include all persons elected to an Officer position.

C. **Initial Board; Subsequent Board Elections.** The initial Officers and Board Members will be those specified in the Action by Consent initiated by the Incorporator.

D. **Quorum.** A majority of the Board shall constitute a quorum and may conduct all of the business which the Board is empowered to conduct, subject to a minimum quorum at all times of four (4) members of Officers and Board Members

E. **Annual Meeting.** At least two (2) meetings of the Board shall be held each year.

#### V. **Powers and Duties of Officers**

A. **Officer Positions.** Officers of this Corporation shall be:

1. **The President,** who shall be the Chief Executive Officer of the Corporation, shall in general supervise and control all of the business and affairs of the Corporation. He shall have the general powers and duties customarily vested in the office of the President, including the signing of all documents on behalf of the Corporation, and shall also do and perform such other duties as from time to time may be assigned to him by the Officers and Board Members. The President shall be responsible to the Officers and Board Members for the actions of all subordinate Officers and employees.

2. **The Secretary**, who shall record in books kept for the purpose, minutes, including votes of all proceedings of the Annual meetings and of the Officers and Board Members at their respective meetings. He will be responsible to see that all notices are duly given in accordance with the provisions of these Bylaws as required. The Secretary shall keep, or cause to be kept, a record showing the name and address, from time to time, of each member of the Corporation.

3. **The Treasurer**, who shall collect, receive, deposit and disburse all funds of the Corporation as directed by the Officers and Board Members. He will keep full and accurate books of accounts and records of the Corporation, including receipts and disbursements, and shall deposit all monies in the name of the Corporation in banks, trust companies or other depositories. He shall, on request, give to the President and Board Members an account of all her transactions as Treasurer and of the financial conditions of the Corporation. The Treasurer shall perform all the duties incident to the office of Treasurer and such other duties as from time to time assigned to him by the President or Secretary.

B. **Election of Officers.** All Officers of this Corporation shall be elected by the Officers and Board Members at each annual meeting and shall hold office for three (3) year and may serve more than 3 years if desired and approved by board until his or her successor has been elected or appointed.

C. **Removal of Officers.** Any Officer may be removed whenever, in the judgment of the Officers and Board Members, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an Officer shall not of itself create any contract rights. Any vacancy which may occur in any office shall be filled by the Officers and Board Members. Any Officer or agent elected or appointed by the Officers and Board Members may resign by filing with the President or with the Officers and Board Members a written resignation which shall take effect on being so filed or at the time specified therein.

D. **Board Members.** Board Members will consist of at least five (5) but no more than seven (7) and shall include all persons elected to an Officer Position.

E. **Election of Board Members.** All Board Members of this Corporation shall be elected by the Officers and Board Members at each annual meeting and shall hold office for three (3) years and may serve more than 3 years if desired and approved by board until his or her successor has been elected or appointed and qualified

F. **Removal of Board Member.** Any Board Member may be removed whenever, in the judgment of the Officers and Board Members, the best interest of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of a Board Member shall not of itself create any contract rights. Any vacancy which may occur in any office shall be filled by the Officers and Board Members. Any Board Member or agent elected or appointed by the Officers and Board Members may resign by filing with the President or with the Officers and Board Members a written resignation which shall take effect on being so filed or at the time specified therein.

G. **Duties of Officers and Board Members.** The Officers and Board Members will have the control and general management of the affairs and business of the Corporation. Such Officers and Board Members will in all cases act as a Board, regularly convened, by a majority (unless otherwise specified), and they may adopt such rules and regulations for the conduct of their **meetings** and the management of the Corporation, as they may deem proper, not inconsistent with these Bylaws, the laws of the State of Tennessee and the stated purpose of this Corporation to qualify under § 501(c)(3) as a charitable entity. The general duties and responsibilities of the Board of Directors will be:

1. to coordinate the financial and administrative affairs of the Corporation;
2. to provide control of expenditures;
3. to approve an annual operating budget;
4. to establish a formal process for periodic evaluation of the performance of the Board of Directors;
5. to establish a mechanism for regularly reviewing and revising the Corporation's Bylaws; and
6. to avoid conflict of interest.

## VI. Contracts; Gifts; Books and Records.

A. **Contracts, Checks and Other Instruments.** The Officers and Board Members may authorize any Officer or Officers or such other persons as shall be designated by the Board, in the name of, or on behalf of the Corporation to enter into any contract or to execute and deliver any instrument, or to sign checks, drafts, endorsements, notes or other evidences of indebtedness of the Corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board or these Bylaws, no Officer or other person shall have power or authority to bind the Corporation by any contract or engagements or to render it peculiarly liable for any purpose or for any amount. The Board shall have discretion to reject any grant, gift or bequest, the conditions of which might conflict with or jeopardize the Corporation's non-profit status.

The Board shall have final authority over the making of all grants and all other charitable expenditures, and nothing in this Article VII shall constitute any restriction or limitation of any powers of the Board conferred by applicable law or by these Bylaws.

B. **Gifts.** The President of the Corporation may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

C. **Books and Records.** The Corporation will keep correct and complete books and records of account, and will keep at the registered or principal office of record of the Corporation the names and addresses of the Officers and Board Members of the Corporation entitled to vote. All of the books and records of the Corporation may be inspected by any Officer or his agent or attorney for any proper purpose at any reasonable time.

## VII. Assets of the Corporation.

A. **Non-Profit Assets.** The Corporation is and will be a non-profit corporation, purely charitable, religious and educational in nature. It is not organized for profit, but solely and exclusively for the purposes set forth in the Charter, and all assets which it may at any time acquire, together with any increase in value or profit there from will be dedicated completely and irrevocably to such purposes. No Officer of or donor to the Corporation will ever obtain any profit from its assets, nor will the Corporation:

1. lend any part of its income or corpus, without the receipt of adequate security and a reasonable rate of interest to:

2. pay any compensation, in excess of a reasonable allowance for salaries or other compensation for personal services actually rendered to:

3. make any part of its services available on a preferential basis to:

4. take any substantial part of its securities or any other

property, for more than adequate consideration in money or money's worth from:

5. sell any substantial part of its securities or other property for less than an adequate consideration in money or money's worth to: or

6. engage in any other transaction which results in a substantial diversion of its income or corpus to: any person, **firm**, or corporation which has made a substantial contribution to the Corporation; a member of the family of any individual who has made a substantial contribution to the Corporation; or a corporation controlled directly or indirectly by such persons.

**B. Transfer to Corporation Irrevocable.** All donations, devises, bequests or gifts of any kind to this Corporation will be received by the Corporation as irrevocable and will be used by the Corporation only for the purpose or purposes set out in the Charter and in these Bylaws.

#### **VIII. Gender.**

The neuter gender will be deemed to include the feminine and masculine wherever necessary or appropriate; and without distinction, the singular will include the plural, and the masculine will include the feminine.

#### **IX. Investments.**

**A. Investments and Proxies.** The Board shall have the power to make investments of the funds of the Corporation, and to change the same, and may from time to time sell any part of the securities of the Corporation or any rights or privileges that may accrue thereon; provided, however, that no action shall be taken on behalf of the Corporation if such action is a prohibited transaction under §§ 503 or 507 of the Code. Any elected Officer, or such other person or persons as the Board may designate, may execute and deliver on behalf of the Corporation, proxies on stock owned by the Corporation, appointing persons to represent and vote such stock at any meeting of Stockholders, with full power of substitution, or rescinding such appointments.

**B. Transfer and Appointment.** The Board may authorize any Officer, or any other person or persons to execute such form of transfer and assignment as may be customary or necessary to constitute a transfer of stocks, bonds or other securities standing in the name of or belonging to the Corporation. A company, association or person transferring any such stocks, bonds, or other securities pursuant to a form of transfer or assignment so executed shall be fully protected, and shall be under no duty to inquire whether or not the Board has taken action in respect thereof.

C. **Delegation of Investment Management.** Except as otherwise provided by the applicable gift instrument, the Board may delegate its authority to act concerning investment and reinvestment advisory or management services. Such authority may be delegated to Officers, a Committee of the Board, members of the Corporation, or agents, including investment counsel, advisors, managers, and banks or trust companies. Each contract pursuant to which authority is so delegated shall provide that it may be terminated by the Board at any time, without penalty, upon not more than sixty (60) days notice. The Board shall be relieved of all liability for the investment and reinvestment of institutional funds by, and for the other acts and for omissions of, persons to whom authority is so delegated or with whom contracts are so made.

X. **Loans.**

No loans shall be contracted on behalf of the Corporation unless authorized by the vote of the Board. When so authorized by the Board, an authorized Officer may effect loans and advances at any time for the Corporation from any bank, trust company, or other institution, or from any firm, corporation or any individual. Such authority may be general, or may be confined to specific instances. No loans, other than through the purchase of bonds, debentures or similar obligations of the type customarily sold in public offerings, or through **ordinary** deposit of funds in a bank, shall be made by the Corporation to its Officers, or to any other corporation, firm, association or other entity in which one or more of its Directors or Officers are Directors or Officers or hold a substantial interest, except a loan to an organization described in §§501(c)(3) of the Code.

XI. **Calendar Year.**

This Corporation shall conduct its financial operations on a calendar year basis. The Corporation's initial year shall begin on the date of its incorporation and end on December 31 of the year of its incorporation, and thereafter said calendar year for the Corporation shall begin on January 1 and end on December 31 of each successive year.

XII. **Affiliation With Other Organizations.**

A. **Affiliation.** The Corporation may affiliate with other organizations so long as the purpose of such affiliation is consistent with the objectives of the Corporation. Negotiation for affiliation with other organizations shall be initiated by the Chairman, President or other person authorized by the Board, and final arrangements shall be approved by Board.

B. **Merger or Acquisition.** Any proposed merger or acquisition (whether the Corporation is the acquiring party or the acquired party) shall require the approval of a two-thirds (2/3) majority of all members of the Board. Such merger or acquisition shall also require ratification by an affirmative majority of the Members of the Corporation eligible to vote.

### XIII. **Non-Profit, Tax Exempt Status.**

A. **Compliance.** The Corporation shall not possess or exercise any power or authority either expressly, by interpretation, or by operation of law that will or might prevent it at any time from qualifying, and continuing to qualify, as a corporation described in § 501 (c)(3) of the Code, contributions to which are deductible for federal income tax purposes; nor shall it engage directly or indirectly in any activity which might cause the loss of such qualification.

B. **Asset Restriction.** No part of the assets or net earnings of the Corporation shall ever be used, nor shall the Corporation ever be organized or operated, for purposes that are not exclusively religious, charitable, scientific, or educational within the meaning of § 501(c)(3) of the Code.

C. **Operational Limits.** The Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.

D. **Political Limitation.** No substantial part of the activities of the Corporation shall consist of promoting propaganda or otherwise attempting to influence legislation; nor shall it participate or intervene in any manner, or to any extent, in any political campaign on behalf of any candidate for public office, whether by publishing or distributing statements, or otherwise.

E. **Distribution Limitation.** No compensation, loan or other payment shall be paid or made to any Officer, Board member, creator, or organizer of this Corporation, or substantial contributor to it, except as reasonable compensation for services rendered and/or as a reasonable allowance for authorized expenditures incurred on behalf of the Corporation; and no part of the assets or net earnings, current or accumulated, of the Corporation shall ever be distributed to or divided among such persons, or inure, be used for, accrue to or benefit any such person or private individual (pursuant to the prohibition contained in § 501(c)(3) of the Code).



F. **Solicitation Limitation.** No solicitation of contributions to the Corporation shall be made, and no gift, bequest or devise to the Corporation shall be accepted, upon any condition or limitation which, in the opinion of the Corporation, may cause the Corporation to lose its Federal income tax law exemption.

G. **Liquidating Distribution.** Upon the termination, dissolution or winding up of the Corporation in any manner or for any reason, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation, shall be distributed to, and only to, one or more organizations described in § 501(c)(3) of the Code.

#### XIV. **Indemnification of Officers and Employees.**

A. **General.** Every person (and the heirs and legal representatives of such person) who is or was a Officer or employee of the Corporation, or of any other corporation which he serves or served as such at the request of the Corporation and of which the Corporation directly or indirectly is or was a member or creditor, or in which, or in the stocks, bonds, securities, or other obligations of which, the Corporation is or was in any way interested, may, in accordance with Article XIV.B, be indemnified by the Corporation against any and all liability and reasonable expense that may be incurred by him in connection with or resulting from any claim, action, suit, or other proceeding (whether brought by or in the right of the Corporation or such other corporation or otherwise), civil, criminal, administrative, or investigative, including any appeal relating thereto, in which he may become involved, as a party or otherwise, by reason of his being or having been an Officer or employee of the Corporation or such other corporation or by reason of any action taken or not taken in his capacity as such Officer or employee, whether or not he continues to be such at the time such liability or expense is incurred, provided:

1. in the case of a claim, action, suit or other proceeding brought by or in the right of the Corporation to procure a judgment in its favor, that such person has not been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation; and

2. such person acted in good faith for a purpose which he reasonably believed to be in the best interest of the Corporation or such other corporation, as the case may be, and, in addition, in any criminal action or proceeding had no reasonable cause to believe that his conduct was unlawful.

Indemnification pursuant to this Article XIV, however, shall:

- a. not include any amounts payable by such person to the Corporation in satisfaction of any judgment or settlement, and

- b. be reduced by the amount of any other indemnification or reimbursement of such person in respect of the liability and expense with respect to which indemnification is claimed.

As used in this Article XIV, the terms "liability" and "expense" shall include, but shall not be limited to, counsel fees and disbursements and amounts of judgments, fines or penalties against, and amounts paid in settlement by, such person. The **termination** of any claim, action, suit or other proceeding by judgment, order, settlement (whether with or without court approval), or conviction or upon a plea of guilty or of *770/0 contend ere*, or its equivalent, shall not create a presumption that such person did not meet the standards of conduct set forth in this paragraph.

**B. Determination of Entitlement to Indemnification.** Every person (and the heirs and legal representatives of such person) referred to in Article XIV.A, who has been wholly successful, on the merits, with respect to any claim, action, suit or other proceeding of the character described in Article XIV.A shall be entitled to indemnification as provided in Article XIV.A as of right. Except as provided in the preceding sentence, any indemnification under Article XIV.A shall be made at the discretion of the Corporation, but only if either:

1. the Officers and Board Members, acting by a quorum consisting of Officers and Board Members who are not parties to such claim, action, suit or other proceeding, shall find that such person has met the standards of conduct set forth in Article XIV.A;

2. independent legal counsel (who may be regular counsel of the Corporation) shall deliver to the Corporation their written advice that, in their opinion, such person has met such standards: or

2. by majority vote of the voting members of the Corporation, but Officers and Board Members who are at the time parties to the proceeding may not vote on the determination.

**C. Advancement of Expenses.** Expenses incurred with respect to any claim, suit or other proceeding of the character described in Article XIV.A may be advanced by the Corporation prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the recipient to repay such amount unless it shall ultimately be determined that he is entitled to indemnification under this Article XIV.

**D. Rights Not Exclusive.** The rights of indemnification provided in this Article XIV shall be in addition to any rights to which any person (or the heirs or legal representatives of such person) referred to in Article XIV.A may otherwise be entitled by a contract or as a matter of law and shall be available whether or not the claim asserted against such person is based on matters which antedate the adoption of this Article XIV.

**XV. Waiver of Notice.**

Unless otherwise provided by law, whenever any notice is required to be given to any member of the Corporation under the provisions of these Bylaws or under the provisions of the Charter of Incorporation, the 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.

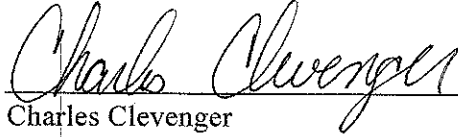
**XVI. Amendments.**

**A. Review of Bylaws.** These Bylaws will be reviewed at least annually by the President or any other Officer for any needed revisions and such Officer will inform the Board in writing of any changes that are recommended.

**B. Revisions of Bylaws.** Amendments or additions to these Bylaws may be made by an affirmative two-thirds (2/3) vote by the Officers and Board Members.

**CERTIFICATION**

I certify that these Bylaws were duly adopted and revised at the organizational meeting of the Incorporator of the Corporation and a board meeting on the date indicated.



Charles Clevenger

Date Adopted: As of July 8, 2020