

**AMENDED AND
RESTATED BYLAWS OF
ROTARY CLUB OF FRANKLIN AT BREAKFAST CHARITIES, INC.**

These Bylaws Are Amended and Restated as of June 3rd, 2020 and
Approved by a Majority Vote of the Club's Membership.

ARTICLE I: OFFICES

Section 1.1 The principal office of Rotary Club of Franklin at Breakfast Charities, Inc. ("the Club") shall be Franklin, Williamson County, Tennessee. The Corporation may have such other offices, either within or without the State of Tennessee, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 1.2 The registered office of the Corporation required to be maintained in the State of Tennessee by the Tennessee Nonprofit Club Act (the "Act") may but need not be identical with the principal office in the State of Tennessee; and the address of the registered office may be changed from time to time by the Board. For the purposes of these Bylaws, the Corporation will be referred to as "The Club".

Article II DEFINITIONS

Board: The Board of Directors of this Club.

Director: A Director on this Club's Board.

Member: A member, other than an honorary member, of this Club.

Quorum: The minimum number of participants who must be present when a vote is take

RI: Rotary International.

Fiscal Year: The 12-month period beginning July 1, unless otherwise noted in this document.

ARTICLE III: PURPOSE, MISSION, GOALS AND USE OF FUNDS

Section 3.1 Purpose. The purposes of the Club are those set forth in its charter, as from time to time amended or restated (the "Charter"). The Club operates exclusively for religious, charitable or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, and the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) or corresponding section of any future federal tax code, and generally to engage in any other lawful endeavors in furtherance of the foregoing purpose. Specifically, the Club is organized to assist individuals and organizations with demonstrated needs including but not limited to, providing safe drinking water, food, clothing, medicines and medical care, safe, habitable homes, and to otherwise provide for the betterment of the community and the goal of Rotary International. and to maintain the relations of a member Club in Rotary International.

The Club is further organized to encourage persons, businesses and clubs to provide financial support for the Club's programs; to receive, accept, retain, administer, distribute property, whether real, personal or mixed, and whether received by gift or bequest from any person or entity, for the benefit of its programs; and to make distributions to other 501(c)(3) organizations and individuals with demonstrated need.

Section 3.2 Use of Funds. The Club is not formed for financial gain; and no part of the assets, income, or profits of the Club is distributable to, or inures to the benefit of its Directors or Officers or any other private person, except as provided in Section 5.12 as reimbursement for expenses rendered to the Club, and except to make payments and distributions in furtherance of the purposes of the Club, as set forth in the Charter and Sections 2.1, no substantial part of the activities of the Club shall be the carrying on of propaganda, or otherwise attempting to influence legislation; and no part of the activities of the Club shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

ARTICLE IV: MEMBERS

Section 4.1 Classes of Membership. The Club shall have the following classes of membership:

Regular Members. Regular members shall be those members who have been invited to become members of the Club and paid the requisite fee required for membership. Regular Members shall be entitled to full rights and benefits of membership in the Club. Regular members shall be those persons who have a current place of business or residence within the Club locality or surrounding area and are persons of good character and community reputation.

Honorary Members. An honorary member shall be a member who has been granted membership by meritorious service or by meritorious service of his/her spouse.

Section 4.2 Admission as a Member.

Admission of Members shall be determined by the policies created by the Membership Committee.

Section 4.3 Annual Meeting.

The annual meeting of the membership shall be held in April or at such other time and date as shall be determined by the Board. The purpose of the annual meeting shall be to elect Officers and transact such other business as may properly be brought before the meeting.

ARTICLE V: BOARD OF DIRECTORS

Section 5.1 General Powers. The business and affairs of the Club shall be supervised by its Board, which shall exercise in the name of and on behalf of the Club all of the rights and privileges legally exercisable by the Club as a corporate entity, except as may otherwise be provided by law, the Charter, or these Bylaws. The Board, as the governing body of the Club, shall have the authority to receive, administer and distribute property on behalf of the Club in accordance with the provisions set forth in Article II of these Bylaws.

The Board of Directors shall consist of the President, President-Elect/Vice President, Secretary, and Treasurer, and Past-President, and at least four (4) at large Directors.

Section 5.2 Number, Tenure, and Qualifications. The number of Directors of the Club shall be not less than nine (9). The number of Directors may be increased or decreased from time to time by the Board by amendment of these Bylaws, but no decrease shall have the effect of shortening the term of an incumbent Director or reducing the number of Directors below nine (9)

At its annual meeting or at any other appropriate time, the members shall elect Officers and at-large Directors to serve on the Board.

The term of office of the Directors shall be as follows:

An Officer's term as a Director shall be concurrent with his or her service as an Officer of the Club.

The term of office of a Director, who is not an Officer shall, unless re-appointed, conclude at the end of the second fiscal year following his or her appointment.

Each Director shall take office at the beginning of the fiscal year and shall hold office until his or her term shall have expired or until his or her earlier resignation, removal from office, or death. Directors shall be natural persons who have attained the age of twenty-one (21) years.

Section 5.3 Advisory Members. The Board may elect advisory members from time to time, who shall sit on the Board but have no vote. Advisory members shall serve at the pleasure of the Board.

Section 5.4 Regular Meetings. Regular meetings are held at a time and place determined by the Club.

Section 5.5 Special Meeting. Special meetings of the Board may be called by the President, or at the request of any Director with the agreement of two-thirds (2/3) of the Board. The President shall fix the place, which must be within Williamson County, Tennessee, as the place for holding any special meeting.

Section 5.6 Notices. Notice of each annual meeting shall be given to the membership at least two (2) weeks prior and notice of any special meeting shall be given at least five (5) business days prior to the special meeting via email.

Section 5.7 Quorum and Participation in a Meeting. A majority of the total number of Directors in office shall constitute a quorum for the transaction of business at any meeting of the Board. The members of the Board, or any committee designated by the Board, may participate in a regular meeting of the Board or of such committee by means of conference call, zoom, or similar communications methods by means of which all persons participating in the meeting can hear one another; and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. Promptly after each respective meeting of the Board, each Director shall be furnished a copy of the minutes of such meeting.

Section 5.8 Manner of Acting at a Meeting. Each Director shall be entitled to one (1) vote upon any matter properly submitted for a vote to the Board. The act of a majority of the Directors present and who vote at a meeting at which a quorum is present shall be deemed to be the act of the entire Board. Members of the Board absent from any meeting shall not be permitted to vote at such meeting by written proxies.

Section 5.9 Action Without a Meeting. Electronic voting via email may be used in connection with the solicitation of written consents in lieu of a Meeting. For purposes of soliciting such electronic votes, the requisite number that would have been required at a regular meeting to pass an action shall be required to pass an action via this electronic voting provision.

Section 5.10 Vacancies. Any vacancy occurring in the Board at any time for any reason may be filled by nomination from the President followed by the affirmative vote of a majority of the remaining Directors, so long as the requirements of Section 5.2 are met. An individual designated to fill a Director position shall serve for the unexpired term of his or her predecessor in office or, if there is no predecessor, until the next election of Directors.

Section 5.11 Presumption of Assent. A Director of the Club who is present at a meeting of the Board at which action on any Club matter is taken shall be presumed to have assented to the action taken, unless his or her abstention or dissent shall be entered in the minutes of the meeting.

Section 5.12 Removal. Any or all of the Directors may be removed for by vote of four-fifths of the total number of the Directors of the Club.

Section 5.13 Resignation. A Director may resign his or her membership at any time by tendering his or her resignation in writing to the President. A resignation shall become effective upon the date specified in such notice or, if no date is specified, upon receipt of the resignation by the Club at its principal place of business.

ARTICLE VI: OFFICERS

Section 6.1 Number of Officers. There shall be a President, Vice-President/President-Elect, Secretary, Treasurer, and Past-President of the Club, collectively, the Officers or individually, an Officer, each of whom shall be elected or appointed in accordance with the provisions of this Article. The Club may also elect such other Officers as the Board may deem necessary or appropriate. Except for the offices of President and Secretary, any two or more offices may be held by the same person.

Section 6.2 Election and Term of Office. The President, Vice President, Secretary, and Treasurer of the Club shall be elected annually by the Club from among the membership of Franklin Rotary at Breakfast at its annual meeting. The President, Secretary, and Vice President of the Club shall hold office for a one-year term (July 1 - June 30) following election to said office, or until his or her death, resignation, or removal from office in the manner hereinafter provided. The Treasurer shall hold office for a two-year term or until his or her death, resignation, or removal from office in the manner provided. Absent of any unforeseen circumstances, the Officers will continue in sequence, from Treasurer, Secretary, Vice-President/President-Elect, President to Past President.

Section 6.3 President. The President shall, when present, preside at all meetings of the Club and the Board. The President shall be the principal executive Officer of the Club and shall in general perform the duties, and have all of the authority, specified in such position description as the Board may adopt from time to time. The Chair may sign, with the Secretary or any other proper Officer authorized by the Board, any deeds, mortgages, bonds, contracts, and other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or these Bylaws to some other Officer or agent of the Club, or shall be required by law to be otherwise signed or executed. The President shall encourage the Directors of the Club, as well as other volunteers, to use their energies and abilities to advance the purposes of the Club, Rotary International and the Rotary Foundation.

Section 6.4 Vice President In the absence of the President or in the event of his or her death, inability, or refusal to act, the Vice President shall perform the duties of the President (pending, election, if necessary, of a successor pursuant to Section 6.8), and when so acting, shall have all the powers of, and be subject to all restrictions applicable to the President.

Section 6.5 Secretary. The Secretary shall also keep the minutes of the proceedings of the Board; maintain membership records, record attendance at meetings and report monthly attendance as directed by the Rotary district, make required reports to Rotary International. see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the corporate records, keep an updated record in DACdb (or other authorized Club database) of the post office address of each member of the Club, and in general perform all duties incident to the office of Secretary as well as other duties as may from time to time be assigned by the President or by the Board. The Secretary shall serve ex-officio as a member of the Bylaws Committee as it is constituted from time to time.

Section 6.6 Treasurer. The Treasurer shall have charge and custody of, and be responsible for, all funds and securities of the Club; oversee the receipt of monies due or payable to the Club from all sources, and assure the deposit all such monies in the name of the Club in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these Bylaws; oversee the disbursement of funds of the Club in accordance with the directives of the Board, assuring appropriate documentation for such disbursements; and render to the Board and the Club, at its annual meeting and at such other times as may be requested by the Board, an account of all the transactions of the Treasurer and of the financial condition of the Club. The Treasurer, in conjunction with the bookkeeper, shall assure compliance with (i) financial standards applicable to non-profit organizations, and (ii) applicable federal requirements incident to the Club's tax-exempt status. The Treasurer shall in general perform all the duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him or her by the President or the Board.

Section 6.7 Removal. Any Board member removed from office pursuant to Section 5.14 shall be automatically removed as an Officer. The Board may remove any Officer, with or without cause, when, in its judgment, the best interests of the Club will be served thereby.

Section 6.8 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise of the Director holding such office, may be filled by the Board.

Section 6.9 Resignation. An Officer may resign his or her office at any time by tendering his or her resignation in writing to the President or, in the case of the resignation of the President, to the Secretary. Resignation as an Officer shall also serve as resignation from the Board. The resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon receipt of the resignation by the Club at its principal place of business.

Section 6.10 Salaries and Expenses. No Officer or Director of the Club shall be compensated for his or her services rendered to the Club. Expenses incurred in regular or required duties or attendance at regular or required Rotary district or Rotary International meetings may be reimbursed when such expenses are included in the budget for the Rotary year,

ARTICLE VII: STANDARDS OF CONDUCT

Section 7.1 Standards of Conduct. An Officer and Director of the Club shall discharge his or her duties as a Director or as an Officer, including duties as a member of a committee: in good faith; with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and in a manner he or she reasonably believes to be in the best interest of the Club.

Section 7.2 Reliance on Third Parties. In discharging his or her duties, an Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: one or more Officers or employees of the Club who the Officer reasonably believes to be reliable and competent in the matters presented.

Legal counsel, public accountants or other persons as to matters the Officer reasonably believes are within the person's professional or expert competence; or a committee of the Board of which the Officer is not a member, as to matters within its jurisdiction, if the Officer reasonably believes the committee merits confidence.

Section 7.3 Bad Faith. An Officer is not acting in good faith if he or she has knowledge concerning the matter in question that makes reliance otherwise permitted by Section 7.2 unwarranted.

Section 7.4 No Liability. An Officer is not liable for any action taken, or any failure to take action, as an Officer, if he or she performs the duties of his or her office in compliance with the provisions of this Article, or if he or she is immune from suit under the provisions of T.C.A. §48- 58-601 of the Act.

Section 7.5 No Fiduciary. No Officer shall be deemed to be a fiduciary with respect to the Club or with respect to any property held or administered by the Club, including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

ARTICLE VIII: COMMITTEES

Section 8.1 General Provisions for Standing Committees. Unless otherwise provided and subject to the approval of the Board, the President shall appoint the chair person and the members of all standing committees at each annual meeting of the Club, or as soon as practicable thereafter. The chairperson and the members of each standing committee shall be appointed from among the membership of the Club to hold office for a term of one (1) year, commencing immediately following the meeting at which they are appointed and ending after the

close of the next annual meeting of the Club at which their successors are appointed and qualified, or until their demise, resignation or removal.

A member of a standing committee may resign at any time by giving written notice to both the President of the Club and the chairperson of the committee from which the member is resigning.

The Board may remove a member of a standing committee when, in its judgment, the best interests of the Club will be served by such removal.

Meetings of standing committees may be called by their respective chairperson or in absence of the chairperson, by the President. Each committee shall meet as often as is necessary to perform its functions.

Each standing committee may adopt rules for its own governance, provided such rules are not inconsistent with the law, the Charter, these Bylaws, Rotary International or Rotary Foundation.

A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any committee meeting. The act of a majority of the members of a standing committee present at a meeting at which a quorum is present shall be the act of the committee. Unless otherwise provided, a chair of a standing committee shall be entitled to vote on any question before the committee.

Each standing committee may invite additional individuals with expertise or familiarity in a pertinent area to meet with and assist the committee. Such individuals shall not vote or be counted in determining the existence of a quorum and may be excluded from any executive session of the committee.

Each Standing Committee may expend funds in accordance with its mission, policies, and annual budget. All expenditures of each Committee shall be presented to the Treasurer through a check request and reported to the Board by the Treasurer at the next scheduled Board meeting. Expenditures of \$5,000 or more shall be announced to and approved by the Board prior to the expenditure. Expenditures of \$10,000 or more shall be announced to and approved by the Membership prior to the expenditure.

Each Standing Committee shall provide a report to the membership at the end of each calendar quarter. This report will include a summary of the following: fund sources, committee activities, expensed funds, pending projects and allocated funds, and unallocated funds.

Each Standing committee shall adopt and report to the board and the membership their annual budget by January 1 of each year. This budget shall include all funds, including carryover funds from the prior year, to be expended during forthcoming calendar year.

Standing Committee funds unspent and unallocated at calendar year end are to be re-distributed among all Standing Committees on the percentage basis shown in Allocation of Golf Tournament Funds.

Section 8.2 Standing Committees. The Board shall maintain the following standing committees, and such additional standing committees as it may determine from time to time to be necessary or desirable for its proper functioning:

Starfish Local Committee. The Starfish Local Committee shall operate according to the committee policies as may be amended from time to time by the committee and submitted in writing to the Board. Any conflicts between these bylaws and the committee policies shall be controlled by the language of these bylaws

Starfish International Committee. The Starfish International Committee shall operate according to the committee policies as may be amended from time to time by the committee and submitted in writing to the Board. Any conflicts between these and the committee policies shall be controlled by the language of these bylaws.

Community Support Committee. The Community Support Committee shall assist organizations consistent with the purposes of the Club. The Community Support Committee shall have authority to provide financial assistance according to the committee policies as may be amended from time to time by the committee and submitted in

writing to the Board. Any conflicts between these and the committee policies shall be controlled by the language of these bylaws.

Education Committee. The Education Committee shall assist individuals and organizations consistent with the purposes of the Club. The Education Committee shall have authority to provide financial assistance according to these Bylaws and any rules set out by the Committee that do not conflict with these Bylaws. Any conflicts between these and the committee policies shall be controlled by the language of these bylaws.

Membership Committee. The Membership Committee shall develop and implement an action plan for recruiting, retaining, and educating the members. The Membership Committee shall prepare material to effectively recruit, retain and educate members including but not limited to, conducting classification surveys to ensure membership classifications are relevant to current business trends, and conducting Club assessment to ensure membership development efforts are effective. The Membership Committee shall review the application of a person proposed by an active member for membership in the Club and shall vote on the whether to nominate the person to the Board.

Memorial Funds and Other Gifts Committee. The Memorial Gifts Committee shall operate according to the committee policies, as may be amended from time to time by the committee and submitted in writing to the Board. Any conflicts between Committee policies and these bylaws shall be controlled by the language of these Bylaws.

Legacy Fund Committee. The Legacy Fund Committee shall operate according to the committee policies, as may be amended from time to time by the committee and submitted in writing to the Board. Any conflicts between Committee policies and these Bylaws shall be controlled by the language of these Bylaws

Section 8.3 Ad Hoc Committees. The President, with the approval of the Board, may from time to time create such ad hoc committees as the President believes necessary or desirable to investigate matters or to advise the Board. Ad hoc committees shall limit their activities to the accomplishment of the tasks for which created and shall have no power to act except as specifically conferred by resolution of the Board. Such committees shall operate until their tasks have been accomplished or until earlier discharged by the Board or a vote of the membership.

Section 8.4 Allocation of Golf Tournament Funds. After all fees and expenses of the annual Golf Tournament have been paid, the remaining funds ("Golf Tournament Funds") shall be distributed as follows:

Community Support Committee. The account maintained by the Club for the benefit of the Small Grants Committee shall receive fifty percent (50%) of the Golf Tournament Funds.

Education Committee. The account maintained by the Club for the benefit of the Education Committee shall receive ten percent (10%) of the Golf Tournament Funds.

Starfish Local Committee. The account maintained by the Club for the benefit of the Starfish Local Committee shall receive twenty-five percent (25%) of the Golf Tournament Funds

Starfish International Committee. The account maintained by the Club for the benefit of the Starfish International Committee shall receive fifteen percent (15%) of the Golf Tournament Funds.

Section 8.5 Allocation of Funds from Other Fundraising Activities. Any funds raised by the Club shall be distributed as described in Section 8.4 unless special provisions have been approved by the Board and the Membership prior to the Fundraising Activity.

Section 8.6 Annual redistribution of Funds. Any unallocated funds held by the standing committees listed in Section 8.4 at the end of the calendar year and prior to allocation of funds from the most recent Golf Tournament will be pooled and reallocated to these committees based on the percentages specified in Section 8.4.

ARTICLE IX: CONTRACTS, LOANS, CHECKS, AND DEPOSITS

Section 9.1 Contracts and Employment of Agents. The Board may authorize any Officer or Officers, agent or agents, to enter into any contract, or execute and deliver any instrument, in the name of and on behalf of the Club; and such authority may be general or confined to specific instances. The Board is specifically authorized to enter into such agreements as, in its discretion, it may deem necessary or desirable, with qualified individuals, institutions or agencies to act as custodians or investment managers of the Club's funds; to write annuity contracts, trust agreements and other financial plans; and to perform such other financial tasks related to the management of the assets of the Club as the Board may from time to time deem necessary or appropriate. Furthermore, the Board shall be specifically authorized, in its sole discretion, to employ and to pay the compensation or such agents, accountants, custodians, experts, and other counsel, legal, investment or otherwise, as the Board shall deem advisable, and to delegate discretionary powers to, and rely upon information furnished by, such individuals or entities.

Section 9.2 Loans. No loans shall be contracted on behalf of the Club, and no evidences of indebtedness shall be issued in its name, unless authorized by a majority vote of the Membership and evidenced by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 9.3 Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Club shall be signed by the Treasurer or such Officer or Officers, and in such manner, as shall from time to time be determined by resolution of the Board.

Section 9.4 Deposits. All funds of the Club not otherwise allocated shall be deposited from time to time to the credit of the Club in such bank, trust companies, or other depositories as the Board may select.

ARTICLE X: INDEMNIFICATION AND ADVANCEMENT OF EXPENSES

Section 10.1 Mandatory Indemnification of Directors and Officers. To the maximum extent permitted by the provisions of T.C.A. §§48-58-501 et seq. of the Act, as amended from time to time (provided, however, that if 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 Section which occur subsequent to the effective date of such amendment), the Club shall indemnify and advance expenses to any person who is or was a Director or Officer of the Club, or to such person's heirs, executors and administrators, 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 or 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, judgments, penalties and amounts paid in settlement thereof, subject to the conditions below:

This section is only applicable by reason of the fact that such person is or was a Director or Officer of the Club; and the Director or Officer conducted himself or herself in good faith, and he or she reasonably believed (i) in the case of conduct in his or her official capacity with the Club, that his or her conduct was in its best interest; (ii) in all other cases, that his or her conduct was at least not opposed to the best interests of the Club; and (iii) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful. The termination of a proceeding by judgment, 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.

Section 10.2 Permissive Indemnification of Employees and Agents. The Club may, to the maximum extent permitted by the provisions of T.C.A. §§48-58-501 , as amended from time to time (provided, however, that if an amendment 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 Section 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 heirs, executors and administrators, to the same extent as set forth in Section 10.1 above, provided that the Proceeding was instituted by reason of the fact that such person is or was an employee or agent of the Club and met the standards of conduct set forth in Subsection 10.1(b) above. The Club may also indemnify and advance expenses in 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 the Charter, by these Bylaws, by contract, or by general or specific action of the Board.

Section 10.3 Non-Exclusive Application. The rights to indemnification and advancement of expenses set forth in Sections 10.1 and 10.2 above are contractual between the Club and the person being indemnified, and his or her heirs, executors and administrators, and are not exclusive of other similar rights of indemnification or advancement of expenses to which such person may be entitled, whether by contract, by law, by the Charter, by a resolution of the Board, by these Bylaws, by the purchase and maintenance by the Club of insurance on behalf of a Director, Officer, or agent of the Club, or by an agreement with the Club providing for such indemnification, all of which means of indemnification and advancement of expenses are hereby specifically authorized. The rights of indemnification and advancement of expenses set forth in this Article X shall also apply, as appropriate, to any person who was an Officer, Director, or agent (or to such person's heirs, executors and administrators) of any association, Club, partnership or trust which was a predecessor to this Club, and to any Officer, Director, or agent of the Club, and to any Officer, Director, employee or agent of the Club (or such person's heirs, executors and administrators) who served in any capacity for another association, Club, partnership or trust at the request of this Club.

Section 10.4 Non-Limiting Application. The provisions of this Article X shall not limit the power of the Club to pay or reimburse expenses incurred by a Director, Officer, or agent of the Club in connection with such person's appearing as a witness in a Proceeding at a time when he or she has not been made a named defendant or respondent to the Proceeding.

Section 10.5 Prohibited Indemnification. Notwithstanding any other provision of this Article X, the Club shall not indemnify or advance expenses to or on behalf of any Director, Officer, or agent of the Club, or such person's heirs, executors or administrators:

(i) If a judgment 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 or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or under T.C.A. §48-58-304 ; or (ii) In connection with a Proceeding by or in the right of the Club in which such person was adjudged liable to the Club; or (iii) In connection with any other Proceeding charging improper personal benefit to such person, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her.

Section 10.6 Repeal or Modification. No repeal or modification of the provisions of this Article X, either directly or by the adoption of a provision 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 XI: CONFLICTS OF INTEREST

Section 11.1 General. A conflict of interest transaction is a transaction with the Club in which a Director or Officer of the Club has a direct or indirect interest. A Director or Officer of the Club has an indirect interest in a transaction if, but not only if, a party to the transaction in another entity in which the Director or Officer has a material interest, or of which the Director or Officer is a general partner, Director, Officer or Director. A conflict of interest transaction is not voidable or the basis for imposing liability on the Director or Officer if the transaction was fair at the time it was entered, or if the transaction is approved as provided in Section 10.2.

Section 11.2 Manner of Approval. A transaction in which a Director or Officer of the Club has a conflict of interest may be approved if the material facts of the transaction and the interest of the Director or Officer were disclosed or known to the Board, or to a committee consisting entirely of members of the Board, and the Board or such committee authorized, approved or ratified the transaction; or Approval is obtained from the Attorney General of the State of Tennessee, or from a court of record having equity jurisdiction in an action in which the Attorney General is joined as a party.

Section 11.3 Approval Requirements. For purposes of Section 11.2, a conflict of interest transaction is authorized, approved or ratified if it receives the affirmative vote of a majority of the Directors on the Board, or on a committee consisting entirely of members of the Board, who have no direct or indirect interest in the transaction; but a transaction may not be authorized, approved or ratified under this Article by a single Director. A quorum for the purpose of taking action under this Article is a majority of the Directors on the Board who have no direct or indirect interest in the transaction vote to authorize, approve or ratify the transaction. The presence of, or vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under subsection 11.2 if the transaction is otherwise approved as provided in Section 11.2.

ARTICLE XII: FISCAL YEAR

The fiscal year of the Club shall begin on July 1st and end on June 30th.

ARTICLE XIII: WAIVER OF NOTICE

Whenever any notice is required to be given to any Director, Officer or committee member of the Club under the provisions of these Bylaws, the Charter, or the Act, 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.

ARTICLE XIV: AMENDMENTS

Section 14.1 Method of Proposed Changes. These By-Laws and the Charter may be altered, amended, or repealed, and a new Charter or By-Laws adopted following these procedures:

Changes to the Charter or By-Laws may be proposed only by the Board or a Committee. All proposals must be made in writing.

If a Committee proposes a change, then it must:

(i) approve the proposal by a simple majority of a quorum of the Committee, and (ii) submit the proposal to the Board in writing.

If the Board proposes a change, then it must approve the proposal for presentation to the membership by a simple majority of a quorum of the Board.

Once a proposal is made through either of these methods, the Board must then:

(i) announce the proposed changes to the general membership at 2 (two) consecutive general membership meetings,

(ii) make the proposed changes available in writing to the general membership by offering printed material at the general meetings and by electronically sending proposed changes to all members, and

(iii) set a date for a special Meeting.

Section 14.2 Special Meeting and Voting. The special meeting date must be announced at both readings of the proposal. At the special meeting a vote will be taken by written ballot. The proposal will be approved and become effective if 50% of Active Members are in attendance at the special meeting and two-thirds of those voting approve the change.

Proxy voting will be allowed if: (i) a member sends a signed ballot to the current Club Secretary and/or President before the special Meeting, or (ii) a member sends an email to the current Club Secretary and/or President reflecting his or her vote from the email address provided by the member to the Club for regular communications. Proxy ballots must be delivered physically or electronically to a Board member at least 12 hours before the scheduled start of the Special Meeting. Proxy ballots cannot be used to determine whether a quorum exists at a special meeting. Proxy ballots may only be used to determine whether 2/3 of those voting approve the proposed amendment.

ARTICLE XV: EXEMPT STATUS

The Club has been organized and will be operated exclusively for exempt purposes within the meaning of I.R.C. §501(c)(3) and, as such, will be exempt from taxation under I.R.C. §501(a). Any provision of these Bylaws or of the Charter which would in any manner adversely affect the Club's tax exempt status shall be void and shall be deleted or modified as necessary to comply with all applicable federal and state requirements for the maintenance of the Club's tax exempt status.



Luke D. Bottorff
Secretary