

ANGLETON SOCCER CLUB, INC

CONSTITUTION

Article 1.

Definitions

Section 1.01 Name. The "Club" and/or "ASC" shall mean: Angleton Soccer Club, Inc., its successors and assigns.

Section 1.02 Board. The "Board" shall mean the Board of Directors of the Club.

Section 1.03 Director. Director shall mean a Director on the Board of Directors.

Section 1.04 Officer. Officer shall mean an Executive Officer on the Board of Directors.

Section 1.05 Player Member. A registered player who participates in scheduled practices and games.

Section 1.06 Adult Member. An individual that meets one or more of the following criteria will be considered an adult member:

- (a) Head coach
- (b) Parent or guardian of a player member who assumes responsibility for the fees and conduct of the player; maximum of two per player.
- (c) Current Board member

Section 1.07 Majority. Half plus one.

Article 2.

Purposes, Objectives and Governing Instruments

Section 2.01 Charitable, Educational, and Athletic Purposes and Powers. The purposes of the Club, as set forth in the Constitution, are exclusively charitable or educational within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future Federal tax law ("Section 501(c)(3)"). In furtherance of such purposes, the Club shall have the same powers as an individual to do all things necessary or convenient to carry out the purposes, as set forth

in this Constitution and the Bylaws. The specific purposes of the Club include teaching of good sportsmanship; the educating of youth participants and adult sponsors in the fundamentals of soccer; promoting soccer through sponsorship of regularly scheduled youth soccer competitions; and conducting such other activities as ASC shall deem appropriate.

Section 2.02 Governing Instruments. The Club shall be governed by its Constitution and its Bylaws.

Section 2.03 Nondiscrimination Policy. The Club will not practice or permit any unlawful discrimination on the basis of sex, age, race, color, national origin, religion, physical handicap or disability, or any other basis prohibited by law.

Section 2.04 Limitations on Activities. No part of the activities of the Club shall consist of participating in, or intervening in, any political campaign on behalf of or in opposition to any candidate for public office, nor shall the Club operate a social club or carry on business with the general public in a manner similar to an organization operated for profit. Notwithstanding any other provision of these Bylaws, the Club shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax law.

Article 3.

Affiliation

Section 3.01 Club Affiliation. ASC shall be an affiliated division of Brazosport Youth Soccer Association (BYSA) and comply with the authority of South Texas Youth Soccer Association (STYSA) and United States Youth Soccer Association (USYSA).

Article 4.

Boundaries

Section 4.01 Territorial Jurisdiction. The territorial jurisdiction of ASC shall coincide, first, with the following school districts: Angleton and Danbury. Second, the Club will accept membership of players in surrounding BYSA territories when space is available.

Article 5.

Membership

Section 5.01 Requirements. Each member shall adhere to the Constitution, Bylaws, and Policies & Procedures of ASC, BYSA, and STYSA in all matters. Members shall behave in a lawful, civil and respectful manner when participating in or attending any ASC, BYSA, or STYSA game, event, or function. Membership is open to all persons interested in soccer.

Article 6.

Seasonal and Fiscal Year

Section 6.01 Seasonal Year. The seasonal year of ASC shall be the same as the seasonal year of STYSA.

Section 6.02 Fiscal Year. The fiscal year of ASC shall begin on February 1 and end on January 31 of the following year.

Article 7.

Governing Board

Section 7.01 Number. The number of Directors constituting the entire Board shall be fixed by the Board, but such number shall not be less than three (3).

Section 7.02 Election and Term of Office. Each Director shall hold office until such Director's successor has been elected and qualified, or until his or her death, resignation or removal.

Section 7.03 Powers and Duties. Subject to the provisions of law, of this Constitution and of the By-Laws, but in furtherance and not in limitation of any rights and powers thereby conferred, the Board shall have the control and management of the affairs and operations of the Club and shall exercise all the powers that may be exercised by the Club.

Article 8.

Meetings

Section 8.01 Annual Meetings. A meeting of the board shall be held annually at such place, on such date at such time as may be fixed by the Board, for the purpose of electing Directors, receiving annual reports of the Board and Officers, and for the transaction of such other business as may be brought before the meeting.

Section 8.02 Regular Meetings. Regular meetings of the Board shall be held monthly on such date at such time as may be fixed by the board. Regular meetings shall be open to all members of the Club. The date, time, and location of each regular meeting shall be made public no later than five (5) days prior to the meeting.

Section 8.03 Special Meetings. Special meetings of the Board may also be called at any time by the President or by a majority of the Directors then in office. Each Governing Board member shall be notified at least twenty-four (24) hours in advance of such meeting, including the date, time, location, and purpose of the meeting. Minutes shall be kept and made part of the Governing Board records of any special meeting.

Section 8.04 Budget Meeting. The President shall preside over a committee deemed the Financial Committee to meet annually to create a budget for the upcoming fiscal year. The Financial Committee shall consist of the Officers and any other Directors as indicated by the President. Any Director may substitute an Officer on the Committee at the discretion of the President.

Section 8.05 Notice of Meetings. Notice of any meeting must be made as stated in this Constitution and the By-Laws. In any case, any acts or proceedings taken at a Directors' meeting not validly called or constituted may be made valid and fully effective by ratification at a subsequent Directors' meeting that is legally and validly called. Except as otherwise provided herein, notice of any Directors' meeting or any waiver thereof need not state the purpose of the meeting, and, at any Directors' meeting duly held as provided in these By-Laws, any business within the legal province and authority of the Board may be transacted.

Section 8.06 Quorum. At any meeting of the Board, a majority of the Officers then in office shall be necessary to constitute a quorum for the transaction of business. However, should a quorum not be present, a majority of the Officers present may adjourn the meeting from time to time to another time and place, without notice other than announcement at such meeting, until a quorum shall be present.

Section 8.07 Voting. At all meetings of the Board, each Director shall have one vote. Only for purposes of voting Directors into office, each Adult Member of the Club shall have one vote.

Section 8.08 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all members of the Board or any such committee consent in writing to the adoption of a resolution authorizing the action. The resolution and the written consents thereto by the members of the Board or any such committee shall be filed with the minutes of the proceedings of the Board or such committee.

Section 8.09 Participation by Telephone. Any one or more members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

Section 8.10 Meeting Procedures. Procedure at all meetings of ASC shall be governed by Robert's Rules of Order, latest edition.

Section 8.11 Order of Business. The order of business for all regular meetings shall be:

1. Roll Call
2. Minutes of previous meetings
3. Unfinished business
4. Report of the Officers
5. Report of the Committees
6. Special reports and communications
7. New Business
8. Adjournment

BY-LAWS

Article 9.

Officers

Section 9.01 Officers. The Officers of ASC shall consist of a President, Vice-President Boys, Vice-President Girls, Secretary, Treasurer, Financial Officer, and Past-President.

Section 9.02 Elections. The Officers shall be elected by ballot at the ASC meeting in January. They shall hold office for a term of two years and until such Officer's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed as provided in Sections 9.06 and 9.07 of this Article 9, beginning February 1 and may be eligible for re-election. The President, Vice-President Girls, and Treasurer shall be elected in even numbered years. The Vice-President Boys, Secretary, Registrar and Financial Officer shall be elected in odd numbered years.

Section 9.03 Non-Elected Officers. The Past-President shall be the immediate predecessor to the current President. The Past-President position may be vacant as determined by the Board, or if the Past-President chooses not to serve.

Section 9.04 Delegation. In case of the absence of any Officer of the Corporation, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Officer to any other Officer or to any Director or Directors.

Section 9.05 Bad Standing. Any Officer who misses two consecutive regular meetings shall be deemed in bad standing with the Club. They shall still hold office and serve on the Board, however, they will lose all voting privileges until voted into reinstatement at the next meeting attended by said Officer.

Section 9.06 Removal. Any Officer may be removed for cause by vote of the Board provided there is a quorum of not less than a majority of Officers present at the meeting at which such action is taken.

Section 9.07 Resignation. Any Officer may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 9.08 Vacancies. Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor. In the case of a vacancy of the Presidency, the Vice President next in order shall become the President for the remainder of the President's term.

Section 9.09 Executive Committee. The Officers shall constitute an Executive Committee. The Executive Committee shall serve at the pleasure of the Board, and, to the extent provided, shall have the authority of the Board. The Board may designate one or more Directors as alternate members of the Executive Committee, who may replace any absent member or members at any meeting of such committee.

Section 9.10 Executive Orders. Executive Orders are orders given by the Executive Board, acting as the Board of Directors. The Board may reverse any orders and/or actions given/taken by the Executive Committee with a two-thirds (2/3) vote at the following regular meeting.

Article 10.

Directors

Section 10.01 Directors. The Directors of ASC shall consist of all Officers, a Registrar, Concession Stand Manager, Uniform/Picture Manager, Field Manager, Referee Director, Division Managers, Fundraising Director, and a Tournament Director.

Section 10.02 Elections. The Directors, except as otherwise determined in these By-Laws, shall be elected by ballot at the ASC meeting in January. They shall hold office for a term of one year and until such Director's successor has been elected or appointed and qualified, unless such Officer shall have resigned or shall have been removed as provided in Sections 10.07 and 10.08 of this Article 10, beginning February 1 and may be eligible for re-election.

Section 10.03 Non-Elected Directors. The Registrar and Referee Director require special training and shall be appointed Directors by the Board. The President shall be responsible for finding qualified individuals and nominating them to the Board. Non-Elected Directors shall require approval from a majority of the Board. Non-Elected Directors shall hold office indefinitely, but shall fall under the laws regarding removal and resignation as stated in Sections 10.07 and 10.08 of this Article 10.

Section 10.04 Assistant Directors. The Board may at any time appoint Assistant Directors. Assistant Directors shall require approval from a majority of the Board. Assistant Directors shall assist lead Directors in any way deemed necessary. Assistant Directors shall be members of the Board and have rights as Directors. Assistant Directors shall hold office indefinitely, but shall fall under the laws regarding removal and resignation as stated in Sections 10.08 and 10.09 of this Article 10.

Section 10.05 Committee. The Board, by resolution adopted by a majority of the entire Board, may designate from among the Directors an executive committee and other standing committees, each consisting of three or more Directors, to serve at the pleasure of the Board, and each of which, to the extent provided in such resolution, shall have the authority of the Board. The Board may designate one or more Directors as alternate members of any such committee, who may replace any absent member or members at any meeting of such committee.

Section 10.06 Delegation. In case of the absence of any Director of the Club, or for any other reason that the Board may deem sufficient, the Board may at any time and from time to time delegate all or any part of the powers or duties of any Director to any other Director or Directors or to any Officer.

Section 10.07 Bad Standing. Any Director who misses two consecutive regular meetings shall be deemed in bad standing with the Club. They shall still hold office and serve on the Board, however, they will lose all voting privileges until voted into reinstatement at the next meeting attended by said Director.

Section 10.08 Removal. Any Director may be removed for cause by vote of the Board provided there is a quorum of not less than a majority of Officers present at the meeting at which such action is taken.

Section 10.09 Resignation. Any Director may resign from office at any time by delivering a resignation in writing to the Board of Directors, and the acceptance of the resignation, unless required by its terms, shall not be necessary to make the resignation effective.

Section 10.10 Vacancies. Any newly created directorships and any vacancy occurring on the Board arising at any time and from any cause may be filled by the vote of a majority of the Directors then in office at any meeting. A Director elected to fill a vacancy shall hold office for the unexpired term of his or her predecessor.

Article 11.

Powers, Duties, and Responsibilities

Section 11.01 President. The President shall be the Chief Executive Officer of the Club. The President shall from time to time make such reports of the affairs and operations of the Club as the Board may direct and shall preside at all meetings of the Board. The President shall pass upon and approve all financial obligations against ASC within the scope of the approved budget. Appoint the chairman and committee members of each of the standing committees and make additional or replacement appointments as necessary. Appoint annually an Auditing Committee, with the approval of the Board of Directors, to review the financial records of the Treasurer and Financial Officer and to certify the financial reports. Submit an annual report in writing on the operation of ASC at the January meeting of ASC and submit a copy of this report to all members via the club website.

Section 11.02 Vice-Presidents. The Vice-Presidents shall succeed to the powers of the President in the President's absence. In addition the Vice-Presidents shall assist in any duties the President and/or Board of Directors deem necessary. The Vice-President Boys shall manage any and all discrepancies, disputes, and/or concerns regarding any parent, player, and/or coach of a boys team registered with ASC. The Vice-President Girls shall manage any and all discrepancies, disputes, and/or concerns regarding any parent, player, and/or coach of a girls team registered with ASC. The Vice-Presidents shall coordinate with the Division Managers to ensure daily operation of the Club's teams are run appropriately and efficiently.

Section 11.03 Secretary. The Secretary shall record and keep the minutes of all meetings of the Board. The Secretary shall be the custodian of, and shall make or cause to be made the proper entries in, the minute book of the Club and such books and records as the Board may direct. The Secretary shall be the custodian of the Clubs contracts, instruments and other documents as the Board or any committee thereof may direct. The

Secretary shall prepare the meeting agenda prior to each meeting. The Secretary shall ensure that all scheduled meetings of the Board are publicized, and that each member of the Board is notified of such meetings.

Section 11.04 Treasurer. The Treasurer shall be the custodian of all payments made to and by the Club. Whenever so directed by the Board, the Treasurer shall cause to be entered regularly in the books and records of the Club to be kept for such purpose full and accurate accounts of the Club's receipts and disbursements. The Treasurer shall at all reasonable times exhibit the books and accounts to any Director upon application at the principal office of the Club during business hours.

Section 11.05 Financial Officer. The Financial Officer shall be the Chief Financial Officer of the Club. The Treasurer shall be the custodian of all funds, accounts, and securities of the Club. Whenever so directed by the Board, the Financial Officer shall render a statement of the cash and other accounts of the Club. The Financial Officer shall at all reasonable times exhibit the books and accounts to any Director upon application at the principal office of the Club during business hours. The Financial Officer shall be responsible for filing all required tax forms.

Section 11.06 Past-President. The Past-President shall assist the succeeding President in transitioning into the role of President. The Past-President shall serve as an advisor to the President upon request of the President.

Section 11.07 Registrar. The Registrar shall be appointed by the Board of Directors. The registrar's duties will include fulfillment of the requirements of both STYSA and BYSA with respect to registration of all players and coaches submitted by the Club, and provide timely reports on players registered with ASC to the Board. The Registrar will certify the eligibility of each of the Club's players and coaches. The registrar shall be responsible for establishing registration dates and procedures for ASC and communicate this to the Board in a timely manner. The Registrar shall be responsible for maintaining records of all ASC registered players and teams. The Registrar shall ensure compliance with player registration and team roster rules. The Registrar will be issued a stipend, at the end of the Fall season, in an amount to be determined by the Financial Committee at the annual Budget Meeting, subject to the approval of the Board as a part of the annual budget.

Section 11.08 Concession Stand Manager. The Concession Stand Manager shall be responsible for maintaining all aspects of the concession stand. The Concession Stand Manager shall stock the concession stand as needed. The Concession Stand Manager shall work with volunteers to run the concession stand on game days. The Concession Stand Manager shall be the liaison between the club and food vendors.

Section 11.09 Uniform & Picture Manager. The Uniform & Picture Manager shall be responsible for obtaining bids or quotes on player uniforms and presenting these to the Board and, once a company is selected, consulting the Board in selecting uniforms. The Uniform & Picture Manager shall order all player uniforms and be responsible for distributing these to all coaches and teams. The Uniform & Picture Manager shall procure game balls, trophies, and any other equipment that teams may need. The Uniform &

Picture Manager shall be responsible for obtaining bids or quotes from photographers and presenting these to the Board and, once a photographer is hired, coordinate with the photographer and teams to schedule team photo sessions.

Section 11.10 Field Manager. The Field manager shall be responsible for maintaining the grounds of the complex. The Field Manager shall be responsible for overseeing watering and mowing of fields, as well as maintaining all goals and grounds equipment. The Field Manager shall be responsible for overseeing marking of the fields with striping paint. The Field Manager shall be responsible for attaining quotes on any materials needed for complex grounds and providing these to the Board as needed.

Section 11.11 Referee Director. The Referee Director shall be appointed by the Board of Directors. The Referee Director shall be responsible for assigning certified referees to ASC games played at ASC. The Referee Director shall be responsible for management of all referees, including, but not limited to; training, coaching, and assisting all referees. The Referee Director will be issued a stipend, at the end of the Fall season, in an amount to be recommended by the Financial Committee at the annual Budget Meeting, subject to the approval of the Board as a part of the annual budget.

Section 11.12 Division Managers. The Board shall determine the amount of Division Managers needed. Division Managers shall be the first line of communication between the Board and the coaches, parents, and/or players in their respective divisions, and vice versa. The Division Managers shall be responsible for resolving conflicts from players, coaches, and parents in their respective divisions. The Division Managers shall assist in the notification of coaches and teams of any pertinent information concerning the Club.

Section 11.13 Marketing Director. The Marketing Director shall be responsible for overseeing fundraising activities. The Marketing Director shall obtain bids from contractors and distribute these to the board as needed.

Article 12.

Bank Accounts, Checks, Contracts and Investments

Section 12.01 Bank Accounts, Checks and Notes. The Board is authorized to select the banks or depositories it deems proper for the funds of the Club. The Board shall determine who shall be authorized from time to time on the Club's behalf to sign checks, drafts or other orders for the payment of money, acceptances, notes or other evidences of indebtedness.

Section 12.02 Contracts. The Board may authorize any Officer or Officers, agent or agents, in addition to those specified in these By-Laws, 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. Unless so authorized by the Board, no Officer, agent or employee shall have any power or authority to bind the Club

by any contract or engagement or to pledge its credit or render it liable for any purpose or to any amount.

Section 12.03 Investments. The funds of the Club may be retained in whole or in part in cash or be invested and reinvested from time to time in such property, real, personal or otherwise, or stocks, bonds or other securities, as the Board may deem desirable.

Article 13.

Indemnification

Section 13.01 Indemnity Under Law. The Club shall indemnify and advance the expenses of each person to the full extent permitted by law.

Section 13.02 Additional Indemnification.

(a) The Club hereby agrees to hold harmless and indemnify each of its Directors, Officers, employees and agents (the "Indemnitee") from and against, and to reimburse the Indemnitee for, any and all judgments, fines, liabilities, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred, as a result of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than one by or in the right of the Club to procure a judgment in its favor, including an action, suit or proceeding by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise for which the Indemnitee served in any capacity at the request of the Club, to which the Indemnitee is, was or at any time becomes a party, or is threatened to be made a party, or as a result of or in connection with any appeal therein, by reason of the fact that the Indemnitee is, was or at any time becomes a Director or Officer of the Club, or is or was serving or at any time serves such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, whether arising out of any breach of the Indemnitee's fiduciary duty as a Director, Officer, employee or agent of such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise under any state or federal law or otherwise; provided, however, that no indemnity pursuant to this Section 2 shall be paid by the Club (i) if a judgment or other final adjudication adverse to the Indemnitee establishes that the Indemnitee's acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that the Indemnitee personally gained in fact a financial profit or other advantage to which the Indemnitee was not legally entitled; or (ii) if a final judgment by a court having jurisdiction in the matter shall determine that such indemnification is not lawful. The termination of any such civil or criminal action or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create any presumption that the Indemnitee acted in bad faith and/or was dishonest.

(b) The obligation of the Club to indemnify contained herein shall continue during the period the Indemnitee serves as a Director, Officer, employee or agent of the Club and shall continue thereafter so long as the Indemnitee shall be subject to any possible claim or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that the Indemnitee was a Director or Officer of the Club or served at the request of the Club in any capacity for any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

(c) Promptly after receipt by the Indemnitee of notice of the commencement of any action, suit or proceeding, the Indemnitee will, if a claim in respect thereof is to be made against the Club under this Section 2, notify the Club of the commencement thereof; but the omission so to notify the Club will not relieve it from any liability which it may have to the Indemnitee otherwise than under this Section 2. With respect to any such action, suit or proceeding as to which the Indemnitee notifies the Club of the commencement thereof:

(i) The Club will be entitled to participate therein at its own expense; and,

(ii) Except as otherwise provided in the last sentence of this subpart ii, to the extent that it may wish, the Club jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel satisfactory to the Indemnitee. After notice from the Club to the Indemnitee of its election so to assume the defense thereof, the Club will not be liable to the Indemnitee under this Section 2 for any legal or other expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided in the last sentence of this subpart ii. The Indemnitee shall have the right to employ his or her own counsel in such action, suit or proceeding but the fees and expenses of such counsel incurred after notice from the Club of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (A) the employment of counsel by the Indemnitee has been authorized by the Club in connection with the defense of such action, (B) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Club and the Indemnitee in the conduct of the defense of such action, or (C) the Club shall not in fact have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel for the Indemnitee shall be borne by the Club (it being understood, however, that the Club shall not be liable for the expenses of more than one counsel for the Indemnitee in connection with any action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances). The Club shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Club or as to which the Indemnitee shall have made the

conclusion provided for in clause (B) of the preceding sentence of this subpart ii.

(iii) Anything in this Section 2 to the contrary notwithstanding, the Club shall not be liable to indemnify the Indemnitee under this Section 2 for any amounts paid in settlement of any action or claim effected without its written consent. The Club shall not settle any action or claim in any manner which would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the Club nor any such person will unreasonably withhold their consent to any proposed settlement.

(d) In the event of any threatened or pending action, suit or proceeding which may give rise to a right of indemnification from the Club to the Indemnitee pursuant to this Section 2, the Club shall pay, on demand, in advance of the final disposition thereof, expenses incurred by the Indemnitee in defending such action, suit or proceeding, other than those expenses for which the Indemnitee is not entitled to indemnification pursuant to clause (ii) of the proviso to part (a) of this Section 2 or part (b) of this Section 2. The Club shall make such payments upon receipt of (i) a written request made by the Indemnitee for payment of such expenses, (ii) an undertaking by or on behalf of the Indemnitee to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Club hereunder, and (iii) evidence satisfactory to the Club as to the amount of such expenses. The Indemnitee's written certification together with a copy of the statement paid or to be paid by the Indemnitee shall constitute satisfactory evidence as to the amount of such expenses.

(e) The rights to indemnification and advancement of expenses granted to the Indemnitee under this Section 2 shall not be deemed exclusive, or in limitation of any other rights to which the Indemnitee may now or hereafter be entitled under the Club's Constitution or otherwise under the Club's By-Laws, as now in effect or as hereafter amended, any agreement, any vote of members or Directors, any applicable law, or otherwise.

Section 13.03 Limitation. No amendment, modification or rescission of this Article 13 shall be effective to limit any person's right to indemnification with respect to any alleged cause of action that accrues or other incident or matter that occurs prior to the date on which such modification, amendment or rescission is adopted.

Article 14.

Dissolution

The Club may be dissolved only upon adoption of a plan of dissolution and distribution of assets by the Board that is consistent with the Club's Constitution and with State law.

Article 15.

Amendments

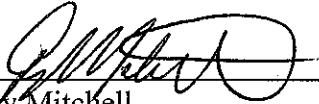
These By-Laws may be altered, amended, added to or repealed at any meeting of the Board called for that purpose by the vote of a majority of the Directors then in office.

Article 16.

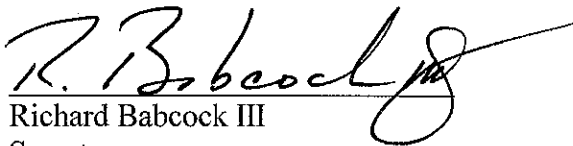
Construction

In the case of any conflict between the Constitution of the Club and these By-Laws, the Constitution of the Club shall control.

These Bylaws were adopted at a meeting of the Board of Directors of Angleton Soccer Club, Inc. on October 15, 2017.



Guy Mitchell
President



Richard Babcock III
Secretary



Cheryl Willy
Treasurer