

JUNE 11, 2013

BY-LAWS
OF
KINGS HAMMER SOCCER CLUB, INC.

ARTICLE 1. Name and Offices

Section 1.1 Name. The name of this corporation is KINGS HAMMER SOCCER CLUB, INC. (the "Club").

Section 1.2 Offices; Business Records. The Club may maintain such offices and keep its books, documents and records at such places within the State of Ohio as from time to time may be designated by the Board of Directors or as the operations or affairs of the Club may require.

ARTICLE 2. Board of Directors

Section 2.1 Board of Directors. There shall be a Board of Directors, composed of the following members.

- (a) President
- (b) Vice President
- (c) Treasurer
- (d) Secretary (who also serves as Director of Communications)
- (e) Director of Marketing & Sponsorships
- (f) Director of Fundraising
- (g) Director of Tournament Support
- (h) Director of Community Outreach

- (i) President Emeritus (former President who shall retain a seat on the Board and advise Board through the term of President) – a non-voting member*

Section 2.2 Member Resignation. Any Member may resign at any time by delivering a written resignation to the President or the Secretary of the Club. Any such resignation shall take effect upon such delivery or at the time specified therein, and unless otherwise specified therein, the acceptance of such resignation by the Board of Directors shall not be necessary to make it effective.

Section 2.3 Number of Directors. The authorized number of directors of the Club shall be begin with nine (9). The number of directors may be changed from time to time by amendment of these By-Laws as provided in Section 11.9.

Section 2.4 Functional Directors. It is recognized by both the Board of Directors that directors should possess functional expertise to benefit the Club. Areas of functional expertise needed by persons on the Board of Directors include (1) Profit and Loss Management, (2) Business Planning, (3) Finance, (4) Law, (5) Human Resources, (6) Risk Management, (7) Information Technology, (8) Land and Facilities Management, and (9) Sales and Marketing.

Section 2.5 Meetings of the Board of Directors. The Board shall meet at least quarterly and from time to time may meet monthly, as necessary.

Section 2.6 Powers. The Board of Directors shall have authority to dictate and shall be responsible for the vision and direction of the Club. The Board of Directors is hereby granted all corporate powers except as otherwise provided in these By-Laws or the laws of the State of Ohio. Proposed amendments to the Articles of Incorporation or By-Laws, decisions regarding merger, acquisition, consolidation, reorganization, special corporate transaction, voluntary dissolution, election or removal of members of the Board of Directors, affiliation, capital fund campaigns, and player or member assessments and budgets shall be made only with the approval of the Board of Directors.

Section 2.7 Specific Powers and Duties. The Board of Directors' powers and duties shall include, but are not limited to:

- (a) planning and development;
- (b) appointing Boys & Girls Directors of Coaching and Technical Director;
- (c) managing the budget, including purchasing, payroll, and audit responsibilities;
- (d) approving, interpreting, and administering Club Policies and Procedures and Codes of Conduct;

- (e) sanctioning Club teams, players, and parents;
- (f) awarding Club scholarships.

Section 2.8 Terms. The term of a Director shall be three (3) years, and shall begin effective the January 1 preceding the meeting at which the election takes place, or in case of a special election created by a vacancy, immediately upon election. Directors may serve not more than three full consecutive terms.

Section 2.9 Voting. Board Directors shall each have one vote. A Board Member may vote in person or by proxy. All decisions of the Board must be approved by a majority of the Board members.

Section 2.10 Special Meetings. Special meetings of the Board of Directors may be called by the President or by a majority of the Board of Directors, stating the purpose of each meeting and submitted to the Secretary of the Club. A special meeting so called shall be held at the time and place designated by the Executive Director of the Club or by the waiver of notice thereof. The notice of each special meeting or waiver of notice thereof shall state the purpose or purposes of the meeting and the business transacted at any special meeting shall be limited to the purpose or purposes stated therein.

Section 2.11 Quorum. The presence in person or by proxy of at least sixty-six percent (66%) of Board of Directors shall be necessary to constitute a quorum for all purposes at any meeting of the Board.

Section 2.12 Semi-Annual Meetings. There shall be two semi-annual meetings of the Board of Directors, which shall be held on the third Monday in January and August. All Parent administrators shall be requested to attend this meeting, and all parents will be welcome. The meeting shall be convened and hosted by the Boys and Girls Directors and the President of the Club and shall include members of the Board and include time for both an update on the club and parent Q & A.

Section 2.13 Unanimous Consents. Any action required or permitted to be taken at a meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if prior to such action a written consent to such action is signed by all members of the Board or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

Section 2.14 Telephone Meetings. Any or all of the members of the Board of Directors or of a committee designated by the Board may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment by which all persons participating in the meeting can communicate with each other.

Section 2.15 Compensation of Directors. The Directors as such, and as members of any standing or special committee, shall serve without compensation, but may be reimbursed for any reasonable out-of-pocket expenses incurred in performance of his or her duties as Directors or committee members.

ARTICLE 3. Executive Committee

Section 3.1 Powers. The day-to-day business operations of the Club shall be managed by its Executive Committee which may exercise all such powers of the Club and do all such lawful acts and things as are not prohibited by law or by the Articles of Incorporation or by By-Laws.

Section 3.2 Members. The Executive Committee will include the President of the Board, the President Emeritus, the Vice President, the Treasurer, the Secretary, the Boys and Girls Directors of Coaching and the President of Town & Country Inc. acting in his/her role of Club Business Administrator, and the Executive Committee shall carry out the day-to-day operations of the Club within the parameters, policies and procedures established by the Board of Directors and its Committees.

Section 3.3 Employees. The Executive Committee shall, with the concurrence of the Board of Directors, employ soccer staff, including but not limited to, directors of coaching for both the girls and boys programs, a technical director and trainers, team coaches, as deemed necessary by the Board to perform the necessary activities of the Club.

ARTICLE 4. Board Activities

The Board shall, as needed, establish and oversee the following work areas: Finance, Long-Range Planning, Facilities, Fund Raising and Director of Coaching Support. Committees may be established, led by Board members but consisting of parent volunteers, in any area identified above or for specific need, as needed. Each committee shall have a board member assigned to it as the chair.

ARTICLE 5. Officers

Section 5.1 Principal Officers. The principal officers of the Club shall be a President, a Vice President, a Secretary and a Treasurer. Only one office may be held by the same person. Each principal officer shall be elected annually by the Board of Directors of the Club. Unless a principal officer resigns, dies or is removed by the Board of Directors prior thereto, each such principal officer, whether elected annually or to fill a vacancy or otherwise, shall hold office until the close of

the election of officers at the Annual Meeting of the Board of Directors next held after such principal officer's election and until such principal officer's successor is chosen and qualified.

Section 5.2 Resignations. Any officer may resign at any time by delivering written notice of intention to do so to the President or the Secretary of the Club. Any such resignation shall take effect upon such delivery or at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation by the Board of Directors shall not be necessary to make resignation effective.

Section 5.3 Removal. Any officer of the Club may be removed from office at any time by the affirmative vote of a majority of the Board of Directors present at any meeting of the Board of Directors at which a quorum is present whenever, in the Board of Director's judgment, the best interests of the Club would be served by such removal, but this removal shall be without prejudice to the contract rights, if any, of the person removed.

Section 5.4 Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term of such office by the affirmative vote of a majority of the Board of Directors at any meeting.

Section 5.5 Duties of the President. The President of the Board will chair all meetings of the Board. The President shall have such powers and perform such duties as the Board of Directors may from time to time prescribe.

Section 5.6 Duties of Vice-President. The Vice-President shall have such powers and perform such duties as the Board of Directors may from time to time prescribe or as the President delegates to him or her. At the request of the President, the Vice-President may, in the case of the President's absence or inability to act, temporarily act in the President's place.

Section 5.7 Duties of Secretary. The Secretary shall attend all meetings of the Operating Committee of the Club and of the Board of Directors and shall record or cause to be recorded all the proceedings of such meetings in a book to be kept for that purpose. The Secretary shall have such other powers and perform such other duties as may be prescribed from time to time by the Board of Directors or the Executive Director.

Section 5.8 Duties of Treasurer. The Treasurer shall receive and take custody of the monies, securities and other valuable effects of the Club, shall maintain complete and accurate accounts of the receipts and disbursements of the Club in books belonging to the Club; and shall be responsible for the security and safe deposit of all monies, securities and other valuable effects in the name and to the credit of the Club in such depositories as may be designated by the Board of Directors, and all such securities may be registered in the name of the custodian thereof or the nominee of such custodian. The Treasurer may delegate his duty to keep such records of account and to perform such other duties to an employee or contractor employed by the Club designated by the Board of Directors by proper resolution. The Treasurer shall render to the Board of Directors an annual report of the financial condition of the Club which shall include a summary of all investment transactions in regard to the assets of the Club, and the Treasurer shall render to the Board of Directors such interim financial reports as the Board of Directors may request. If directed by the Board of Directors, the Treasurer shall cause to be prepared any compilation, review or audit of the annual report by a certified public accountant approved by the Board. All checks and other commercial paper shall be signed on behalf of the Club by the Treasurer or by such other officers or agents as the Board of Directors from time to time shall designate. The Treasurer shall have such

other authority and perform such other duties as may be prescribed from time to time by the Board of Directors or the President.

ARTICLE 6. Conduct of Players, Parents and Coaches

Section 6.1 Teams. The Club will field teams in each gender and in each age group from Under 7 through Under 19.

Section 6.2 Principles of the Club. The Club is committed to the advancement of the game of soccer, to providing a healthy and wholesome environment for children and teenagers to play and enjoy soccer, and teaching principles of sportsmanship and fair play. All players, parents and coaches shall abide by these principles when involved in the activities of the Club. These principles are contained in the Club's Players' and Parents' Handbook and Coaches' Handbook. All players and coaches shall read and agree to abide by the rules and provisions of the applicable handbook.

Section 6.3 State and National Organizations. The Club is affiliated with the Ohio Youth Soccer Association ("OYSA"), Kentucky Youth Soccer Association ("KYSA"), the United States Youth Soccer Association ("USYSA"), and the United States Soccer Federation ("USSF") and is committed to abide by the principles, rules and regulations of those organizations.

Section 6.4 Disciplinary Matters. The Club's Board of Directors is responsible for enforcement of the rules of the Club and of the state and national organizations with which it is affiliated. The Board, in its sole discretion, may impose any discipline or sanctions deemed necessary in the event of a violation or violations of Club, state or national rules, regulations or Code of Conduct. These sanctions may include expulsion of players, coaches and parents from the Club.

ARTICLE 7. Indemnification

Section 7.1 Definitions in this Article 7:

(a) "Club" includes any domestic or foreign predecessor entity of the Club in a merger or other transaction in which the predecessor's existence cease upon consummation of the transaction.

(b) "Director" means an individual who is or was a director of the Club or an individual who, while a director of the Club, is or was serving at the Club's request as a director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not."Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(c) “Expenses” include counsel fees.

(d) “Liability” means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(e) “Official capacity” means: (i) when used with respect to a Director, the office of Director of this Club; and (ii) when used with respect to an individual other than a Director, as contemplated in Section 7.7 of this Article 7, the office of this Club held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the Club. “Official capacity” does not include service for any other foreign or domestic corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise, whether for profit or not.

(f) “Party” includes an individual who was, is, or is threatened to be, made a named defendant or respondent in a proceeding.

(g) “Proceeding” means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

Section 7.2 Authority to Indemnify.

(a) Promptly after a determination under Section 7.3 that indemnification is permissible, the Club shall indemnify an individual made a party to a proceeding because the individual is or was a Director against liability incurred in the proceeding if:

(1) the individual’s conduct was in good faith; and

(2) the individual reasonably believed;

(i) in the case of conduct in the individual’s official capacity with the Club, that the individual’s conduct was in its best interest; and

(ii) in all other cases, that the individual’s conduct was at least not opposed to its best interest; and

(3) in the case of any criminal proceeding, the individual either:

(i) had reasonable cause to believe the individual’s conduct was lawful; or

(ii) had no reasonable cause to believe the individual's conduct was unlawful.

(b) A Director's conduct with respect to an employee benefit plan for a purpose the Director reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of Section 7.2(a)(2)(ii).

(c) 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 did not meet the standard of conduct described in this Section 9.2.

Section 7.3 Mandatory Indemnification. Promptly upon demand, the Club shall indemnify a Director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the Director was a party because the director is or was a Director of the Club against reasonable expenses incurred by the Director in connection with the proceeding. The term "wholly successful" shall include, but is not limited to (1) termination of any action, suit or proceeding against the person in question without any finding of liability or guilt against him, (2) approval by court, with knowledge of the indemnity herein provided, of a settlement of any action, suit or proceeding, or (3) the expiration of a reasonable period of time after the making of any claim or threat of an action, suit or proceeding without the institution of the same, without any payment or promise made to induce a settlement.

Section 7.4 Advance for Expenses.

(a) The Club shall pay for or reimburse the reasonable expenses incurred by a Director who is a party to a proceeding in advance of final disposition of the proceeding if:

(1) the Director furnishes the Club a written affirmation of the Director's good faith belief that the Director has met the standard of conduct described in Section 7.2

(2) the Director furnishes the Club a written undertaking, executed personally or on the Director's behalf, to repay the advance if it is ultimately determined that the Director did not meet the standard of conduct of Section 7.2; and

(3) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article 7.

(b) The undertaking required by Section 7.4(a) (2) must be an unlimited general obligation of the Director but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this section shall be made in the manner specified in Section 7.6.

Section 7.5 Court-Ordered Indemnification. A Director of the Club who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction, for a determination that the Director is entitled to mandatory indemnification.

Section 7.6 Determination and Authorization of Indemnification.

(a) The Club may not indemnify a Director under Section 7.2 unless authorized in the specific case after a determination has been made that indemnification of the Director is permissible in the circumstances because the Director has met the standard of conduct set forth in Section 7.2.

(b) Upon demand for indemnification or advancement of expenses, as the case may be, the Club, in a reasonably prompt manner, diligently shall proceed as provided in Section 7.6(c), to determine whether such person is entitled thereto.

(c) The determination shall be made by any one (1) of the following procedures:

(1) by the Board of Directors or Executive Committee by majority vote of a quorum consisting of Directors or Executive Committee members not at the time parties to the proceeding;

(2) if a quorum cannot be obtained under subdivision (1), by majority vote of a committee duly designated by the Board of Directors or Executive Committee (in which designation Directors who are parties may participate), consisting solely of two (2) or more Directors not at the time parties to the proceeding;

(3) by special legal counsel:

(i) selected by the Board of Directors or its committee in the manner prescribed in subdivision (1) or (2); or

(ii) if a quorum of the Board of Directors or Executive Committee cannot be obtained under subdivision (1) and a committee cannot be designated under subdivision (2), selected by majority vote of the full Board of Directors or Executive Committee (in which selection Directors who are parties may participate).

(4) by the Voting Members.

(d) Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by those entitled under Section 7.6(c)(3) to select counsel.

Section 7.6 Indemnification of Officers and Employees.

(a) An officer of the Club who is not a Director is entitled to mandatory indemnification under Section 7.3, and is entitled to apply for court-ordered indemnification under Section 7.5, in each case to the same extent as a Director;

(b) The Club may also indemnify and advance expenses to an officer or employee who is not a Director to the extent, consistent with public policy, that may be provided by general or specific action of its Board of Directors, Executive Committee or contract.

(c) The Club may also indemnify and advance expenses to an officer or employee who is not a Director to the extent, consistent with public policy, that may be provided by general or specific action of its Board of Directors, Executive Committee or contract.

Section 7.8 Other Rights and Indemnification. Nothing contained in this Article 7 shall limit or preclude the exercise of any right under the Law or otherwise relating to indemnification of or the advancement of expenses to any director, officer or employee of the Club, or the ability of the Club to otherwise indemnify or advance expenses to any director, officer or employee.

Section 7.9 Insurance. The Club shall purchase and maintain insurance on behalf of an individual who is or was a Director or officer of the Club, or who, while a Director or officer of the Club, is or was serving at the request of the Club as a director, officer, partner, trustee or employee of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a Director or officer whether or not the Club would have power to indemnify the individual against the same liability under Section 7.2 or 7.3, provided that such insurance is available on acceptable terms, which determination shall be made by a vote of a majority of the entire Board of Directors or Executive Committee.

Section 7.10 Other Expenses. This Article 7 does not limit the Club's power to pay or reimburse expenses incurred by a Director in connection with his or her appearance as a witness in a proceeding at a time when he or she has not been named defendant or respondent to the proceeding.

Section 7.11 Applicability. The right to be indemnified or to the reimbursement or advancement of expenses pursuant to this Article 7: (I) is intended to be retroactive and shall be

available with respect to events occurring prior to the adoption hereof; and (ii) shall continue to exist after the recession or restrictive modification hereof with respect to events occurring prior thereto.

ARTICLE 8. Miscellaneous

Section 8.1 Checks, Etc. All checks, drafts, notes, bonds, bills of exchange, and orders for the payment of money of the Club; all deeds, mortgages, and other written contracts and agreements to which the Club shall be a party; and all assignments or endorsements of stock certificates, registered bonds, or other securities owned by the Club, shall, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by any two (2) of the following officers: President, Vice President or Treasurer. The Board of Directors may, however, authorize any one of such officers to sign any of such instruments, for and on behalf of the Club, without necessity of countersignature; and may designate officers, employees or contractors of the Club, without necessity of countersignature; and may designate officers or employees of the Club, other than those named above, who may, in the name of the Club, sign such instruments.

Section 8.2 Fiscal Year. The fiscal year of the Club shall be the calendar year.

Section 8.3 Meeting Notices. Whenever under the provisions of these By-Laws notice is required to be given to any person, it shall not be construed to mean notice given in person, but such notice may be given in writing and mailed by United States first class mail to such person at his address as it appears on the records of the Club, and shall be deemed given when deposited in the United States mail; and such notice may also be given by facsimile or e-mail transmission and shall be deemed given when confirmation of delivery is received. Whenever any notice of a meeting is required to be given under these By-Laws, a waiver thereof in writing signed by the person entitled to receive such notice, and delivered to the Secretary either before or after the meeting of which the notice is to be given, shall be deemed equivalent to due notice thereof to such person. Also, attendance at any such meeting by such person unless such person attends such meeting for the express purpose of objecting because the meeting has not been lawfully called, shall be deemed to be in attendance pursuant to due notice.

Section 8.4 Parliamentary Authority. Meetings of Voting Members and meetings of the Board of Directors or the Executive Committee shall be governed by the rules contained in the latest edition of Robert's Rules of Order, in all cases in which such rules are applicable and in which they are not inconsistent with these By-Laws or any special rules of order of the Club. Failure to conduct any meeting in accordance with this Section 10.5, however, shall not affect the validity of any action taken thereat.

Section 8.5 Exempt Activities. Notwithstanding any other provision of these By-Laws, no director, officer, employee, or representative of the Club shall take any action or carry on any activity by or on behalf of the Club not permitted to be taken or carried on by an organization exempt under Section 501(c) (3) of the Internal Revenue Code of 1986 and the Regulations thereunder as they now exist or as they may hereafter be amended. The prohibitions contained in this Section 10.6 shall be deemed cumulative with respect to any similar provision or provisions of the Articles of Incorporation of the Club and not in substitution therefor.

Section 8.6 Prohibitions Against Sharing In Corporate Earnings. No director, officer, employee, member of a committee or any other person connected with the Club or any other private individual shall receive any of the net earnings or pecuniary profit from the operation of the Club, provided, however, that this shall not prevent the payment to any person of such reasonable compensation for services rendered to or for the Club in effecting and of the purposes set forth herein; and no such person or persons shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Club. The prohibitions contained in this Section 8.6 shall be deemed cumulating with respect to any similar provision or provisions of the Articles of Incorporation and not in substitution therefor.

Section 8.7 Dissolution. In the event the Directors and Voting Members of this Club determine that the Club should be dissolved, then in such event, all of the assets of the Club, over and above those needed to pay off any debts and liabilities of the Club, shall be distributed to corporations or organizations which are exempt organizations under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, or any successor statute thereto, provided the distributes have purposes similar to those of the Club. After the property has been substantially disposed of in such manner, the Club shall then take such legal steps as may be necessary to dissolve and after the dissolution has been accomplished, any money or property remaining also shall be distributed in such manner.

Section 8.8 By-Laws Amendment. The Board of Directors shall have the power to alter, amend or repeal these By-Laws in whole or in part by vote of a majority of a quorum of the Operating Committee. Said amendment may be effected at any regular meeting of the Board of Directors or at any special meeting thereof, provided that the notice of said special meeting includes notice of the intention to amend said By-Laws.