

**SECOND AMENDED AND RESTATED  
BYLAWS  
OF  
USTA TEXAS**

Effective February 26, 2018;

Amended as of July 15, 2023

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## **ARTICLE I**

### **STRUCTURE AND PURPOSE**

**Section 1.1. Structure.** USTA Texas (the “Corporation”) is a nonprofit corporation organized and existing under the laws of the State of Texas, pursuant to the provisions of Texas Business Organizations Code, as such may be amended from time to time (the “TBOC”). The Corporation has been formed to govern and operate the Texas geographical section established under the bylaws (as amended from time to time, the “USTA Bylaws”) of the United States Tennis Association (“USTA”).

**Section 1.2. Purposes.** The Corporation has such purposes as provided in its Articles of Incorporation or Certificate of Formation (however titled), as currently on file with the Office of the Secretary of State of the State of Texas and as such may be amended or restated from time to time (the “Certificate of Formation”).

**Section 1.3. Members.** The Corporation has such classes of Members as provided in these Second Amended and Restated Bylaws (hereafter, these “Bylaws”) or the Constitution of the Corporation (the “Constitution”).

## **ARTICLE II**

### **OFFICES**

**Section 2.1. Principal Office.** The principal office of the Corporation will be located in Travis County, Texas or at such location within the TSA (as defined below in Section 3.2) as will be selected by the Board of Directors of the Corporation (the “Board”). The Corporation may have such other offices within the TSA (as defined below) as the Board may determine or as the affairs of the Corporation may require from time to time, subject to any restriction contained in the USTA Bylaws.

**Section 2.2. Registered Office and Registered Agent.** The Corporation will have and continuously maintain in the State of Texas a registered office and a registered agent, whose office is identical with such registered office, as required by the TBOC. The registered office may be, but need not be, identical to the principal office of the Corporation. The President of the Corporation may authorize a change in the registered office and/or the registered agent of the Corporation subject to the requirements of the TBOC and/or these Bylaws. The Corporation may obtain the consent of the registered agent to serve as such, as required by the TBOC.

## **ARTICLE III**

### **MEMBERSHIP**

**Section 3.1. General.** The Corporation has two classes of Members, being “Organization Members” and “Individual Members” (collectively, “Members”), as such terms are described in the USTA Bylaws and as otherwise modified by these Bylaws. Members of the

Corporation have the rights, powers and privileges specified in these Bylaws and the Constitution.

**Section 3.2. Admitting Members and Renewing Membership.** Organization Members of the USTA, Individual Members of the USTA and Honorary Members of the USTA (each as described in the USTA Bylaws) residing within the geographical boundaries of the Texas Sectional Association established under the USTA Bylaws (the “TSA”) are eligible for membership in the Corporation. Organization Members of the USTA residing within the TSA, are eligible to become Organization Members of the Corporation. Individual Members and Honorary Members of the USTA residing within the TSA are eligible to become Individual Members of the Corporation. An Individual Member is deemed to reside within the TSA when such Individual Member lives and has a residence address within the boundaries of the TSA with the intent to make the area of the TSA a fixed and permanent home, as distinguished from a temporary or transient presence. An Organization Member is deemed to reside in the TSA if it maintains its principal business office within the boundaries of the TSA. Membership dues and qualifications, rights, and duties of Members, to the extent not set out herein, are as provided in the Constitution or as set out in the USTA Bylaws or the USTA’s Constitution (the “USTA Constitution”).

**Section 3.3. Voting Rights.** The Organization Members of the Corporation are the only voting Members of the Corporation and each Organization Member is entitled to one vote on each matter submitted to a vote of the Members or each matter requiring approval of the Members. Individual Members have no right to vote on any matter involving the Corporation.

On any proposal, election or other matter to be decided by a vote of the Members, a majority (except for instances where a greater or lesser margin is provided for in the TBOC, these Bylaws or the Constitution) of the total votes cast at a meeting of the Members, at which a quorum is present, shall control.

A Member must pay all required annual dues on or before December 31 of each year and no Organization Member is entitled to vote at any meeting of the Corporation or on any proposal pending before the Corporation if such Organization Member is not then in good standing with all dues and sanction fees paid.

**Section 3.4. Annual Meeting of the Members.** An annual meeting of the Members must be held in the month of December of each year or during the first sixty days of the following year, at the discretion of the President, to elect two At-Large Directors to the Board and to act on any other matter properly brought for consideration at such annual meeting. Except as otherwise provided in these Bylaws, Robert’s Rules of Order is the rules of order for all meetings of the Members of the Corporation. Organization Members must select a single delegate to cast such Organization Member’s vote and must notify the Secretary of the Corporation of the identity of such delegate in advance of the Members’ meeting at which the delegate will cast the vote of such Organization Member. Such delegate may cast the vote of such Organization Member either in person or by proxy. If an Organization Member fails to notify the Secretary of the Corporation of the identity of its delegate, then the President of the Corporation may, in his or her sole discretion, elect to disregard the vote of such Organization

Member or, if there is more than one person claiming to be the delegate of such Organization Member, determine which person is permitted to cast the vote of such Organization Member.

In addition to the election of At-Large Directors at the annual meeting or any other matter included in the notice of such meeting, the voting Members or their delegates are entitled to propose for presentation to the Board for the ensuing year any programs or changes which the voting Members, or their delegates, by majority vote agree to recommend. At least sixty days prior to such annual meeting, any Member (whether voting or non-voting) desiring to have a recommendation voted upon must submit such recommendation in writing to the President, and the President must cause all such recommendations so received to be placed upon the agenda of the next annual meeting. Final adoption of any recommendation approved by the Members will be at the discretion of the Board; however, the Board may only reject a recommendation for good cause, as determined by the Board.

The annual meeting will be presided over by the then-sitting President or, in the absence of the President, the then-sitting Executive Vice President.

Member meetings may be held in person or by using a conference telephone or similar telecommunications equipment, or another suitable electronic communications system, including, videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting; provided, that if voting is to take place at a meeting held other than in person, the Corporation will (i) implement reasonable measures to verify that every Member voting at such meeting by means of remote communications is sufficiently identified and (ii) keep a record of any vote or other action taken.

**Section 3.5. Special Meetings of the Members.** A special meeting of the Members may be called at any time by the Secretary of the Corporation but only upon the request of either (i) the President, (ii) a majority of the Management Committee, or (iii) a majority of the members of the Board. Notice of such special meeting need only be delivered to each voting Member of the Corporation as specified in Section 3.10 by the Secretary, specifying the date, time and location of such special meeting and the matters to be discussed or considered thereat. Only those matters specified in the notice may be considered at such special meeting.

**Section 3.6. Quorum; Voting.**

(A) **Quorum.** At all meetings of the Members of the Corporation, the presence, in person or by proxy, of at least five percent of the total number of voting Members of the Corporation, in good standing, shall constitute a quorum, and a majority of voting Members (or their delegates) present at such meeting shall control on all questions unless such other percentage is required pursuant to the TBOC, the Certificate of Formation, or these Bylaws.

(B) **Voting.** A Member vote on any matter may be in person, by proxy, or, subject to the provisions of these Bylaws, be in the form of a ballot delivered by mail, by facsimile transmission, by electronic message, or by any combination of those methods.

(C) **Electronic Voting.** Electronic message (email or web-based voting processes) voting may be used in connection with both a meeting of the Members and the solicitation or delivery of written consents or ballots as follows:

(i) **Meetings.** In the event it is deemed desirable, the voting Members present at a duly called meeting of the Members, at which a quorum is present, may (by majority vote of the voting Members present at such meeting) adjourn such meeting and permit the Members present at such meeting to vote electronically on any matter presented at such meeting within a specified period of time following adjournment of such meeting. Only those voting Members in attendance at the adjourned meeting, either in person or by proxy, will be permitted to vote pursuant to this **Section 3.6(C)(i).** The deadline for receipt of electronic ballots or votes with respect to any such vote must be no sooner than forty-eight hours and no later than one week following the adjournment of the meeting, such deadline to be determined by the Chairperson of such meeting, in his or her sole discretion, and announced prior to adjournment of such meeting. Upon the passage of the time permitted for casting electronic votes or ballots, the Secretary of the meeting must promptly (and in any event within twenty-four hours of the voting deadline) notify each voting Member of the results of such electronic voting. Upon the Secretary's delivery of such notice, the adjourned meeting of the Members will be deemed to have ended without any further action on the part of any person who was present at the meeting.

(ii) **Action Without Meeting.** For purposes of obtaining approval of an action without a meeting pursuant to **Section 3.7** below, solicitation of such approval by the Corporation or submission of such consents by voting Members via electronic means and voting will be permitted. Such procedure may be initiated by the Corporation by the distribution of ballots and all related materials for consideration by the Members eligible to vote at the date specified by the Board with respect to such matter. Thereafter, the Members may be permitted to cast their votes via mail, facsimile or electronically in response to the solicitation materials. The deadline for receipt of votes with respect to any such solicitation will be as specified in the solicitation materials; **provided, however,** such deadline is not later than sixty days following the date of distribution (whether by mail, facsimile or by other electronic means) of such solicitation materials.

(D) **Voting by Mail.** A Member vote may be conducted by mail at the direction of the Board. A mail-in vote can only be made on the official ballot form, which must be numbered. An official ballot must provide the position(s), the name of the candidate(s) seeking election for such position(s) and the geographical region of the TSA in which such candidate(s) reside(s). This information must be provided for every individual set forth in the slate of candidates. The ballot must also provide instructions on how to properly fill out and return a ballot, including, without limitation, the address to which the ballot should be returned and the deadline for returning such ballot.

### **Section 3.7. Action by Consent in Lieu of Meeting.**

(A) Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, must be signed (or submitted electronically as specified in **Section 3.6** above) by voting Members having not less than the minimum number of votes that



would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

(B) Every such written consent submitted pursuant to this Section 3.7 must bear the date of signature of each Member (or their delegate) executing such consent. No written consent can be effective to take the action that is the subject of the consent unless, within sixty days after the date of the earliest dated consent delivered to the Corporation in the manner required by these Bylaws, a consent or consents signed by voting Members having not less than the minimum number of votes that would be necessary to take the action that is the subject of the consent are delivered to the Corporation in accordance with these Bylaws, including Section 3.6 above.

(C) A photographic, photostatic, facsimile or similar reproduction or electronic signature of a writing signed by a voting Member (or its delegate) will be regarded as signed by such voting Member for purposes of this Section 3.7.

(D) Prompt, written notice of the action taken by means of any such consent which is other than unanimous shall be given to those voting Members who have not consented in writing.

**Section 3.8. Proxies.** Any Member entitled to vote at a meeting of Members of the Corporation may vote in person (including electronically as provided herein) or by proxy. All proxies must be in writing (delivery via electronic message or facsimile transmission as permitted under the TBOC shall be sufficient), must bear the signature of the Member (or such Member's delegate) giving the proxy, and must specify the date on which such proxy is executed. No proxy is valid after eleven months from the date of its execution, unless the proxy specifically states a later date. Proxies are not valid if they purport to be valid to an indefinite date in the future. All proxies must be received by the Corporation on or before the deadline specified in the meeting notice. Persons named to cast the proxy vote must be present in order to do so. A Credentials Committee comprised of the President, Executive Vice President and Secretary, or their respective designees, will determine the validity of any proxies received. The Credentials Committee is entitled to assume that the representative of a voting Member executing a proxy has the authority to execute such proxy on behalf of the voting Member unless such voting Member has specifically provided notice to the Secretary of the Corporation that another person has been named as such voting Member's delegate. Voting Members present by proxy will be counted toward the establishment of a quorum.

**Section 3.9. Resignations, Expulsions and Suspensions.** Resignations, expulsions and suspensions of Members shall be as provided for in the USTA Constitution, the USTA Bylaws, or the Rules and Regulations of the USTA. In the event a Member resigns, is expelled or suspended from the USTA, then such Member will cease to be a Member of the Corporation until such time as such Member is readmitted or reinstated as a Member of the USTA.

**Section 3.10. Notices.**

(A) Except as otherwise provided herein, notice of meetings (whether annual, regular or special) of the Members must be delivered to each Member of the Corporation not less

than ten nor more than sixty days before the day of the meeting. Notice of meetings can be transmitted via regular U.S. mail, overnight delivery, electronic message (email) or facsimile transmission, in accordance with Sections 6.051 and 22.156 of the TBOC, subject to the exceptions provided in Section 6.053 of the TBOC, by the Secretary or the Secretary's designee, specifying the date, time and location of such meeting and the matters to be discussed or considered thereat. If the meeting is to be held solely or in part by using a conference telephone or other communications system or equipment authorized in Section 3.4, the notice must also specify the form of communications system to be used for the meeting and the means of accessing the communications system.

(B) If there are in excess of one thousand voting Members of the Corporation at the time notice of any annual or special meeting is required under these Bylaws or the TBOC, then the Corporation may, but is not be required to, satisfy the notice requirements hereunder or under the TBOC by providing notice of an annual or special meeting by publication in a newspaper of general circulation in the community in which the principal office of the Corporation is then located. The determination that the Corporation will provide notice of any meeting of the Members in this fashion must be contained in the resolution of the Board directing the call of such meeting.

## ARTICLE IV

### **BOARD OF DIRECTORS**

**Section 4.1. General Powers.** The affairs of the Corporation are managed by and operated under the supervision of the Board.

**Section 4.2. Composition of Board.** The Board consists of (i) six persons ("At-Large Directors") who are elected by the Members of the Corporation, of which two At-Large Directors are elected annually, (ii) the members of the Management Committee, (iii) up to one individual from each of the two zones appointed by the President of the Corporation (the "Presidential Appointees") each of whom will serve a term on the Board concurrent with the term of office of the President, subject to the approval of the Board, (iv) each past president of the Corporation who will remain on the Board for ten years past their service on the Management Committee, provided that past presidents on the board as of the annual meeting for 2021 will have life tenure (so long as such past president (a) remains qualified and in good standing with the Corporation and the USTA, (b) remains willing and able to serve on the Board, and (c) has not been previously removed from the Board as provided below), and (v) the General Counsel of the Corporation, if one has been appointed (will be an ex-officio member of the Board and will act solely in an advisory, non-voting position).

**Section 4.3. Election and Term.** The At-Large Directors will be elected in staggered 3-year terms such that two At-Large Directors will be elected each year at the annual meeting of the Members to replace two At-Large Directors whose terms expire following adjournment of such annual meeting. Of the two At-Large Directors to be elected during any given year, each must be presented for nomination to the Nominating Committee by a Qualified Community Tennis Association ("Qualified CTA") located in such nominee's zone; provided that if an acceptable candidate from a zone is not presented to the Nominating Committee by a Qualified CTA within such zone, then the Nominating Committee may select, in its sole and absolute

discretion, the proposed At-Large Director nominee from such zone; and provided, further, that (i) a Qualified CTA with two continuing At- Large Directors may not present a nominee for election as an At-Large Director, and (ii) each of the two zones must be represented by the At-Large Director nominees. The two zones are to be differentiated as follows:

North Zone: All persons residing in counties to the north of and including: Hudspeth, Jeff Davis, Pecos, Crockett, Sutton, Kimble, Gillespie, Blanco, Hays, Caldwell, Bastrop, Lee, Milam, Falls, Limestone, Freestone, Anderson, Cherokee, Rusk, Shelby.

South Zone: All persons residing in counties to the south of and including: Presidio, Brewster, Terrell, Val Verde, Edwards, Kerr, Kendall, Comal, Guadalupe, Gonzales, Fayette, Washington, Burleson, Robertson, Leon, Houston, Angelina, Nacogdoches, San Augustine, Sabine.

#### [North-South Joint Balance- Population + Membership](#)

Any At-Large Director elected to represent any particular zone must, so long as he or she serves as an At-Large Director, remain a resident of that zone, as determined under Article III of these Bylaws. No At-Large Director is eligible for election to successive terms as an At-Large Director; provided however, a prior At-Large Director may be permitted to serve on the Board immediately following such person's term as an At-Large Director if such person's position on the Board is as (i) a member of the Management Committee, (ii) the General Counsel, (iii) a Presidential Appointee, or (iv) a past president of the Corporation. Further, serving a remaining term of less than two (2) years as an appointment to fill a vacancy on the Board will not affect such person's eligibility to stand for election to or serve on a subsequent Board.

In addition to the other qualifications set forth above, Directors must (i) be Individual Members of the USTA and the Corporation in good standing, and (ii) maintain their principal residence within the boundaries of the zone they represent. Any director who fails to maintain the qualifications of a director (including, without limitation, maintaining his or her principal residence within the zone they represent) is deemed disqualified and removed from the Board and will not be permitted to continue to serve on the Board.

The term "*Qualified Community Tennis Association*" and "*Qualified CTA*" means any Community Tennis Association ("*CTA*") that has been designated as "qualified" by the Board in accordance with such qualifications or standards deemed necessary or appropriate by the Board.

**Section 4.4. Removal.** Any member of the Board may be removed for any reason and at any time at a regular or special meeting of the Board called for such purpose upon vote of at least two-thirds of the Directors present at a meeting at which a quorum was present throughout. Any member of the Board subject to such removal proceeding is entitled, but not required, to hear and respond to the reasons for such removal. If a director fails to attend a meeting called for the purpose of his or her removal, then such director is deemed to have waived the right to hear

and respond to the reasons for such removal. Any director who fails to maintain the qualifications of a director (including, without limitation, maintaining his or her principal residence within the zone they represent) is deemed disqualified and removed from the Board upon notice from the Corporation without the need for any formal action of the Board.

**Section 4.5. Vacancies.** Any vacancy on the Board (other than a vacancy resulting from the resignation, disqualification, removal or death of a past president) may be filled by majority vote of the remaining members of the Board present at the next regular or special meeting of the Board for the unexpired term of the vacating director; provided, however, in the event of a vacancy among the Presidential Appointees, if any, the President may appoint a person to fill such vacancy, subject to the approval of the Board. Upon the occurrence of any vacancy resulting from the resignation, disqualification, removal or death of a past president, the size of the Board will be deemed reduced and such vacancy will not be filled.

**Section 4.6. Meetings.** The Board must hold two regular meetings each year on dates as follows: (i) a semi-annual meeting (“*Semi-Annual Meeting*”) to be held in June or July (the exact date to be determined by the President of the Corporation and notice thereof provided to all members of the Board at least ten days prior to the scheduled date), and (ii) an annual meeting (the “*Annual Meeting*”) to be held immediately following adjournment of the annual meeting of the Members. The then-sitting President shall preside at the Annual Meeting and then install the newly elected members of the Board and, during each Annual Meeting held in an odd numbered year, the successor officers.

Except as provided above, no notice is required for any regular meeting of the Board, and notice of any other meeting may be waived in writing or via electronic message or facsimile transmission either before, at or after the meeting. Attendance at any meeting or participation therein will constitute waiver of notice except where such attendance or participation is for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or convened.

Meetings of the Board may be held in person or by using a conference telephone or similar telecommunications equipment, or another suitable electronic communications system, including, videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in the meeting to communicate with all other persons participating in the meeting; provided, that if voting is to take place at a meeting held other than in person, the Corporation shall (i) implement reasonable measures to verify that every director voting at such meeting by means of remote communications is sufficiently identified and (ii) keep a record of any vote or other action taken.

**Section 4.7. Special Meetings.** The President may, or at the request of any three members of the Board, call a special meeting of the Board by giving at least five days written notice to each member of the Board of the date, time and place of such special meeting. The notice of such special meeting must also state the matters to be discussed or considered thereat, but the Board may raise and consider, at any special meeting, any and all subjects that could be raised or considered at any regular meeting.

**Section 4.8. Quorum.** At least ten Directors shall constitute a quorum at any meeting of the Board; provided, however, at least five At-Large Directors must be present in order for a quorum to be established. Except as otherwise provided herein, at any meeting of the Board at which a quorum is established, approval of any matter by a majority of the Directors present at such meeting will constitute approval of such matter by the Corporation. Attendance must be in person and may not be by proxy.

**Section 4.9. Voting Rights; Electronic Voting.**

(A) **Voting Rights.** Except as set forth herein, each director will have one vote on all matters submitted to or considered by the Board; provided, however, during all meetings of the Board, the aggregate voting strength of the past presidents present at such meeting may not exceed the lesser of the number of past presidents present or five. If at any meeting, more than five past presidents are present, the five votes will be pro-rated among those present. If a past president is elected to some other office or as a section delegate, his or her vote on the Board will not be included in the voting strength of the past presidents. Subject to the electronic voting process reflected below or action in lieu of a meeting as permitted by these Bylaws and the TBOC, a director must be present at a meeting in order to cast his or her vote and such vote may not be made by proxy.

(B) **Electronic Voting.** Electronic voting may be used in connection with both meetings of the Board and the solicitation of written consents as follows:

(i) **Meetings.** In the event it is deemed desirable, the Directors present at a meeting of the Board, at which a quorum is present, may (by majority vote of the Directors present at such meeting) adjourn such meeting and permit the Directors present at such meeting to vote electronically on any matter presented at such meeting within a specified period of time following adjournment of such meeting. For purposes of casting such electronic votes or ballots in connection with such adjourned meeting of the Board, the requisite number of votes that would have been required at such meeting to pass an action shall be required to pass an action via this electronic voting provision. Only those members of the Board in attendance at the adjourned meeting shall be permitted to vote with respect to this Section 4.9(B)(i). The deadline for receipt of electronic votes with respect to any such vote must be no sooner than twenty-four hours and no later than seventy-two hours following adjournment of such meeting, the deadline to be determined and announced by the President of the Corporation (or the Executive Vice President in absence of the President at such meeting) prior to adjournment thereof. Upon the passage of the time permitted for casting electronic votes or ballots, the Secretary of the meeting must promptly (and in any event within twenty-four hours of the voting deadline) notify each director of the results of such electronic voting. Upon the Secretary's delivery of such notice, the Board meeting will be deemed to have ended without any further action on the part of any director who was present at the meeting.

(ii) **Action Without Meeting.**

(a) Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, may be signed (or submitted

electronically as specified below) by such number of Directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Directors entitled to vote thereon were present and voted.

(b) For purposes of taking action without a meeting, solicitation or casting of votes or ballots via electronic balloting and voting is permitted hereunder. Such procedure will be initiated by the electronic distribution of ballots and all related materials for consideration by the Board. Such members of the Board will be permitted to cast their votes electronically in response to the distributed ballots.

(c) Every such written consent submitted pursuant to this Section 4.9(B)(ii) must bear the date of signature of each director executing such consent. No written consent will be effective to take the action that is the subject of the consent unless, within sixty days after the date of the earliest dated consent delivered to the Corporation in the manner required by these Bylaws, a consent or consents signed by Directors having not less than the minimum number of votes that would be necessary to take the action that is the subject of the consent are delivered to the Corporation in accordance with these Bylaws.

(d) A photographic, photostatic, facsimile or similar reproduction or electronic signature of a writing signed by a voting Member (or its delegate), is regarded as signed by such voting Member for purposes of this Section 4.9(B).

(e) Prompt written notice of the action taken by means of any such consent which is other than unanimous must be given to those Directors who have not consented in writing to the action taken by the Board.

**Section 4.10. No Proxy.** Voting at the Board meetings (or by electronic means following or in lieu of a Board meeting) may not be by proxy.

**Section 4.11. Notices.** Except as otherwise provided herein, notice of meetings of the Board must be delivered to each director, via regular mail, overnight delivery, electronic message (email) or facsimile transmission, in accordance to Sections 6.051 and 22.217 of the TBOC, subject to the exceptions provided in Section 6.053 of the TBOC, by the Secretary, specifying the date, time and location of such meeting and the matters to be discussed or considered thereat. If the meeting is to be held solely or in part by using a conference telephone or other communications system or equipment authorized in Section 4.6, the notice must also specify the form of communications system to be used for the meeting and the means of accessing the communications system.

## **ARTICLE V**

### **COMMITTEES**

**Section 5.1. Committees of the Board.** The Board may, by resolution adopted at a regular or special meeting at which a quorum is present, designate one or more committees of the Board, each such committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any such committee, who

may replace any absent or disqualified member at any meeting of such committee. Any such committee will have and exercise the authority of the Board in the management of the business and affairs of the Corporation to the extent set forth in the resolution designating such committee and to the extent permitted by the TBOC. Such resolution shall also specify when the committee will be dissolved and the purposes for which such committee is formed. The operations of such committee of the Board are governed by the provisions of this Article V and Article IV above. Any such committee established must provide the Board with a written quarterly report of such actions taken by the committee during the preceding calendar quarter no later than the fifteenth day following the end of each calendar quarter, and a copy of the minutes of all meetings (or consents in lieu thereof) held by such committee. The Board may, by resolution, dissolve any committee established under this Section 5.1.

**Section 5.2. Management Committee.** The day-to-day operations of the Corporation will be exercised by and operated under the authority of a Management Committee which is composed of (i) the Executive Officers of the Corporation, (ii) any current Member of the Corporation, in good standing, then serving on the USTA Board of Directors or as an officer of the USTA, (iii) the USTA Delegate, and (iv) the Chairperson of the Nominating Committee. The Management Committee will have the authority over the day-to-day operations of the Corporation, subject to oversight by the Board. The Board may adopt parameters or policies governing, limiting or establishing the approval authority of the Management Committee. The General Counsel, in such capacity, is an ex-officio non-voting member of the Management Committee.

**Section 5.3. Nominating Committee.** A Nominating Committee will be established to propose nominees for election or appointment as (i) Executive Officers of the Corporation, (ii) At-Large Directors, and (iii) USTA Delegate. The method of appointment of the Nominating Committee, and its express duties and governing procedures, are as follows:

(A) **Members.** The Nominating Committee consists of four members, two members from each of the two zones, and a chairperson (the "Chairperson of the Nominating Committee"). The Chairperson of the Nominating Committee will, subject to approval of the Board as specified in Article VI below, be the immediate past USTA Delegate. Should the immediate past USTA Delegate be unable or unwilling to serve (or complete his or her term), the next most recent past president of the Corporation who is available, qualified and willing to serve will be nominated as Chairperson of the Nominating Committee (subject to objection by the Board). At the end of its term, but no later than November 1<sup>st</sup> of each even numbered year, each sitting Nominating Committee will select nominees to replace the members (including the identity of the prospective chairperson taking into account the plan of succession set forth above) of such sitting Nominating Committee and present such member nominees to the Board for consideration. The Board may reject the appointment of one or more of such nominees to the Nominating Committee at the next Annual Meeting, but if the Board does not reject any of such nominees, then the nominees will be deemed approved. A written report of the Nominating Committee designating the nominees for Nominating Committee membership must be filed with the Secretary of the Corporation no later than thirty days prior to the Annual Meeting for the relevant odd year so that the proposed nominees may be listed in the notice of such Annual Meeting. If the Board rejects a nominee(s) for membership on the Nominating Committee, the Board may, by majority vote of Directors present at such Annual Meeting or a subsequent meeting of the Board at which a quorum is present, select an alternative person(s) to serve on the

Nominating Committee.

(B) **Term.** Each member of the Nominating Committee and the Chairperson of the Nominating Committee will serve for a term of two years commencing with the Annual Meeting at which such person is appointed or installed. In order to ensure continuity and a historical knowledge base, one member of the Nominating Committee may serve two consecutive terms; provided, however, such continuing member of the Nominating Committee may not be from the same zone as the incoming Chairperson of the Nominating Committee. Except as set forth above, no person may serve a consecutive term on the Nominating Committee. While serving on the Nominating Committee and for a period of one (1) year following the end of such person's term on the Nominating Committee, no member or Chairperson of the Nominating Committee may be nominated for election or appointment as an Executive Officer, an At-Large Director, or the USTA Delegate. Additionally, no person then serving as a member of the Board, and for a period of at least six months following such person's service on the Board, is eligible to be elected, nominated or appointed to serve on the Nominating Committee.

(C) **Duties.**

(i) Each year, the Nominating Committee shall select one nominee from each of the two zones, subject to the qualifications and restrictions set forth in Article IV above, to be nominated as the two At-Large Directors to be elected by the Members. It will obtain candidates from Qualified CTA's from each of the two zones. It must obtain the prior written consent of each proposed nominee to be nominated as an At-Large Director and to serve if elected. The Nominating Committee must file a written report designating the proposed At-Large Director nominees with the Secretary of the Corporation no later than thirty days prior to each annual meeting of the Members, so that such proposed nominees may be listed in the notice of such annual meeting of the Members for that year. The two At-Large Director nominees must be submitted to the Members by the Nominating Committee that vetted and selected the proposed nominees.

(ii) During each even numbered year, the Nominating Committee will also designate nominees for Executive Officers and the USTA Delegate to be appointed by the Board for the next succeeding two years. It shall obtain the prior written consent of each proposed nominee to be nominated as an Executive Officer or the USTA Delegate and to serve in such position if approved by the Board. The Nominating Committee must file a written report designating the nominees for each Executive Officer position and the USTA Delegate with the Secretary of the Corporation no later than thirty days prior to the Semi-Annual Meeting for such even numbered year, so that the proposed Executive Officer and USTA Delegate nominees can be listed in the notice of such Semi-Annual Meeting. If the Corporation's outgoing President is available and willing to serve as the USTA Delegate, he or she will automatically be considered for nomination to the office of USTA Delegate by the sitting Nominating Committee.

(iii) The Nominating Committee will also, from time to time as needed, select nominees to fill unexpired terms of any Directors or Executive Officers unable to fulfill their term (whether by reason of resignation, removal or disqualification). All nominees selected



by the Nominating Committee for the Board, any office or other position will be subject to applicable qualifications and election requirements set forth in these Bylaws and the Constitution.

(D) **Governing Procedures.** It is the express duty of the Nominating Committee and its members to select the most qualified nominees for election as an At-Large Director, Executive Officer or other position with the Corporation, subject to the zone representation requirements set forth herein. Each candidate for nomination as an At-Large Director, an Executive Officer or as a member of the Nominating Committee will be required to submit a written resume reflecting multi-year involvement with the Corporation for review by the Nominating Committee, otherwise such person may not be considered for nomination.

Each year the Nominating Committee must notify each Qualified CTA and publish written notice in an official Corporation publication that it is seeking candidates for nomination as either At-Large Directors, Executive Officers or members of the Nominating Committee, as applicable, and that the resumes of such candidates must be received by the Nominating Committee no later than: (i) October 31st of each year for At-Large Director candidates, (ii) April 1<sup>st</sup> of even numbered years for Nominating Committee member candidates; or (iii) October 31<sup>st</sup> of odd numbered years for Executive Officer candidates. These deadlines may be extended by as much as sixty days if deemed appropriate by the Nominating Committee; provided such extension permits the Nominating Committee to fulfill its report delivery requirements as provided in these Bylaws.

The Nominating Committee must use its best commercially reasonable efforts to provide each such candidate with an opportunity to interview with the Nominating Committee, either in person or virtually. Such interviews will be conducted as follows: (x) with respect to candidates for nomination as At-Large Directors before the end of the calendar year following the close of applications; (y) with respect to Nominating Committee member candidates, during the Semi-Annual Meeting of even numbered years; and (z) with respect to Executive Officer or USTA Delegate candidates, in even numbered years during the Annual Meeting. The Nominating Committee will select each nominee for any position or office with the Corporation by recorded majority vote of those Nominating Committee members present at a meeting of the Nominating Committee at which a quorum is present. Any three members of the Nominating Committee present at a meeting of the Nominating Committee (including for purposes of a quorum, the chairperson of the Nominating Committee) shall constitute a quorum. The chairperson of the Nominating Committee may vote only in the case of a tie vote among the other members.

(E) **Vacancies.** Other than a vacancy with respect to the Chairperson of the Nominating Committee or a vacancy resulting from the Board's rejection of a nominee (each of which will be filled as provided in Section 5.3(A) above), a vacancy on the Nominating Committee will be filled by a majority of the remaining members (without taking in account the chairperson who shall not be permitted to vote), even though the remaining members may be less than three in number.

(F) **Miscellaneous.** Except for matters expressly addressed in this Section 5.3, the business and proceedings of the Nominating Committee will be governed by the

provisions of the Constitution, these Bylaws and the rules and policies of the USTA (including the USTA Bylaws and the USTA Constitution) which govern the USTA Nominating Committee.

**Section 5.4. Standing Committees.** The Corporation will have such standing committees as are established, and designated as such, by the Board (“*Standing Committees*”) including the following Standing Committees:

Adult Tennis Council Committee  
Budget & Finance Committee  
Community Development Committee  
Constitution and Rules Committee  
Discipline and Grievance Committee  
Diversity and Inclusion Committee  
Junior Tennis Council Committee  
Leagues Committee

Except as otherwise set forth herein, the members of such Standing Committees are appointed by the President, subject to approval of the Board.

**Section 5.5. Additional Committees.** From time to time, as deemed necessary or convenient, the President may establish additional standing or ad hoc committees to perform specified delegated functions or to perform such other functions as may be deemed appropriate for committee action, and will appoint the members thereof.

**Section 5.6. Qualifications.** All members of any committee of the Corporation (including any Standing Committee, the Management Committee or the Nominating Committee), must be Individual Members, in good standing, of the USTA and the Corporation.

**Section 5.7. President as Committee Chairperson.** The President will be a member of all committees, including any Standing Committee and the Management Committee (but excluding the Nominating Committee), and will serve as chairperson of each committee of which he or she is a member, unless he or she designates another person as chairperson of any such committee.

**Section 5.8. Committee Operations.** The chairperson of each committee will preside at all meetings of such committee and be responsible therefor (except that, when necessary, such chairperson may appoint another member of the committee to preside at a committee meeting or be responsible therefor); give notice of all meetings of such committee; communicate and confer with all members of such committee; and where necessary or convenient, prepare and submit a report of any action taken by such committee. The presence, in person, of a majority of the members of a committee at a meeting thereof will constitute a quorum. Each member of a committee will have one (1) vote on all matters submitted to or considered by such committee. The vote of a majority of committee members present at a committee meeting at which a quorum is present will constitute the act of such committee. The chairperson of each committee must provide the Secretary of the Corporation with a written quarterly report of such actions taken by the committee during the preceding calendar quarter no later than fifteen days following the end of each calendar quarter, and a copy of the minutes of all meetings (or consents in lieu thereof)

held by such committee. The Secretary will keep a record of all such reports, minutes or consents provided, and must provide those to the President upon request therefor.

**Section 5.9. Committee Meetings.** Committee meetings (including meetings of any Standing Committee, the Management Committee or the Nominating Committee) may be held in person or by using a conference telephone or similar telecommunications equipment, or another suitable electronic communications system, including, videoconferencing technology or the Internet, or any combination, if the telephone or other equipment or system permits each person participating in such committee meeting to communicate with all other persons participating in the committee meeting; provided, that if voting is to take place at a meeting held by other than in person, the Corporation shall (i) implement reasonable measures to verify that every committee member voting at such meeting by means of remote communications is sufficiently identified and (ii) keep a record of any vote or other action taken. The provisions of Section 4.9 will apply to any Committee meeting (including meetings of any Standing Committee, the Management Committee or the Nominating Committee).

Visitors will not be permitted to attend or participate in committee meetings unless requested to do so by the chairperson of such committee or by a majority of the committee members present.

## **ARTICLE VI**

### **OFFICERS**

**Section 6.1. Number, Titles and Term of Office.** At the Semi-Annual Meeting in June or July of each even numbered year, the Board will elect, from persons nominated by the Nominating Committee, the following officers: President, Executive Vice President, one or more Vice Presidents, including, without limitation, a Vice President-Competitive Tennis and a Vice President-Recreational Tennis, a Secretary and a Treasurer (collectively, the “*Executive Officers*”) to serve for the ensuing two calendar years commencing on the later of (i) January 1 of next odd numbered year or (ii) installment of the Executive Officers by the President at the Annual Meeting immediately following the next annual meeting of Members. In addition, the Board will elect the USTA Delegate and the Chairperson of the Nominating Committee, each of which is deemed officer of the Corporation, but neither of which is deemed an Executive Officer.

The Board may elect such other officers, including, without limitation, one or more Assistant Secretaries, one or more Assistant Treasurers, having such titles and responsibilities as the Board may determine. In addition, the President of the Corporation may appoint a General Counsel who will act as the chief legal officer of the Corporation and provide advice to the Board, the Management Committee and any other committee of the Corporation, as requested.

If the Corporation’s outgoing President is available and willing to serve as the USTA Delegate, he or she will automatically be considered for nomination to the office of USTA Delegate by the sitting Nominating Committee and, to the extent nominated by the Nominating Committee, will be considered for appointment as USTA Delegate by the Board.

If the Corporation's outgoing USTA Delegate is available and willing to serve as the Chairperson of the Nominating Committee, he or she will automatically be considered for nomination as the Chairperson of the Nominating Committee by the sitting Nominating Committee and, to the extent nominated by the Nominating Committee, will be considered for appointment as the Chairperson of the Nominating Committee by the Board.

Compensation, if any, for each Executive Officer or any other officer of the Corporation will be fixed by the Board. The Executive Officers, the USTA Delegate and Chairperson of the Nominating Committee elected at the Semi-Annual Meeting are entitled to attend all Board or Management Committee meetings held prior to their installation and will be given notice of any such meeting where notice is required; provided, however, no such newly elected Executive Officer, USTA Delegate or Chairperson of the Nominating Committee shall be entitled to vote at any meeting of the Board or Management Committee, as applicable, unless such person is a member of the then-acting Board or Management Committee, as applicable. Any person may be allowed to occupy multiple offices except that no person is entitled to serve simultaneously as the President and Secretary of the Corporation.

**Section 6.2. Removal.** The Board, at any regular or special meeting called for that purpose and at which a quorum is present, may remove from office any Executive Officer or other officer for any reason and at any time upon the approval of at least two-thirds of the Directors present at such meeting.

**Section 6.3. Vacancies.** In case one or more vacancies occur in the elected Executive Officers, the Nominating Committee may consider and nominate one or more replacement(s) and the Board may, by majority vote of Directors present at a meeting at which a quorum is present, elect a successor from the replacements presented by the Nominating Committee for the unexpired term of any such office.

**Section 6.4. Powers and Duties of the President.** The President will act as the chief executive officer of the Corporation. At all meetings of the Board and the Management Committee, it will be the duty of the President to preside and preserve order. The President may appoint persons to Standing Committees and other committees of the Corporation (but not the Management Committee or the Nominating Committee). The President will be a member of each committee of the Corporation (except the Nominating Committee) and shall act as the chairperson of each committee of the Corporation (except the Nominating Committee) unless he or she designates another person as chairperson of any committee. All officers of the Corporation shall assist the President in performance of his or her duties.

**Section 6.5. Powers and Duties of the Executive Vice President.** The Executive Vice President will implement the policies of the Corporation approved by the Board and assuming such other duties and responsibilities as are delegated by the President or assigned by the Board. During an absence of the President, the Executive Vice President may exercise all powers of the President and preside at all meetings of the Board, any committee of which the President is the chairman and all meetings of the Members. If an incumbent Executive Vice President is able and willing to serve, he or she will receive automatic consideration by the Nominating Committee for nomination to the office of President for the term immediately

succeeding his or her term as Executive Vice President and, to the extent nominated by the Nominating Committee, will be considered for election as President by the Board.

**Section 6.6. Powers and Duties of the Vice President-Competitive Tennis.** The Vice President-Competitive Tennis will oversee the implementation of the Corporation's policies relating to the competitive tennis division of the Corporation. During an absence of the President and the Executive Vice President, the Vice President-Competitive Tennis may exercise all powers of the President and will preside at all meetings of the Board, any committee of which the President is the chairman and all meetings of the Members. The Vice President-Competitive Tennis will report directly to the President of the Corporation.

**Section 6.7. Powers and Duties of the Vice President-Recreational Tennis.** The Vice President-Recreational Tennis will oversee the implementation of the Corporation's policies relating to the recreational tennis division of the Corporation. During an absence of the President, the Executive Vice President and the Vice President-Competitive Tennis, the Vice President-Recreational Tennis may exercise all powers of the President and will preside at all meetings of the Board, any committee of which the President is the chairman and all meetings of the Members. The Vice President-Recreational Tennis will report directly to the President of the Corporation.

**Section 6.8. Powers and Duties of Vice Presidents.** Any other Vice President elected by the Board will perform such duties and will have such authority as from time to time may be assigned to him or her by the Board, the President or the Management Committee.

**Section 6.9. Powers and Duties of the Treasurer.** The Treasurer will keep an account of all moneys received and paid. The Treasurer will liquidate all properly authorized bills against the Corporation and report, in writing, the state of the finances at the annual Member meeting and at such other times as may be required by the Board. The Treasurer will also be responsible for the preparation and submission of all tax reports and other required financial reports.

**Section 6.10. Powers and Duties of the Secretary.** The Secretary will keep the minutes of the annual Member meetings and the Board and Management Committee meetings. A copy of these minutes must be filed with the records of the Corporation at the Corporation's principal office.

**Section 6.11. USTA Delegate.** The USTA Delegate will attend regular or special meetings of the USTA and represent the Corporation at such meetings. On any proposal, election or other matter on which the Corporation has a right to vote as a section or member of the USTA, including, but not limited to, matters to be decided at the annual meeting of the USTA or any special meeting thereof, the USTA Delegate will cast the vote of the Corporation in such manner as determined by the Board to be in the best interests of the Corporation and its Members. The Board may delegate the determination as to what would be in the best interests of the Corporation to the Management Committee and/or the USTA Delegate or alternate delegate; provided, however, that in the event the Board (or the Management Committee, if so delegated) fails to make such a determination, then the USTA Delegate or such other alternate delegate will

make such determination after conferring, prior to the meeting at which such vote is to be cast, with at least three At-Large Directors and the President of the Corporation.

**Section 6.12. General Counsel.** The President of the Corporation may appoint a General Counsel of the Corporation for a term to run concurrently with the President's term. Such General Counsel must be an Individual Member of the Corporation and the USTA, in good standing, and an attorney duly licensed to practice law in the State of Texas. The General Counsel, acting in such capacity, is an ex-officio non-voting member of the Board and the Management Committee. The General Counsel, when requested to do so, will provide advice to the Board, the Management Committee and the Nominating Committee. The General Counsel may also, when requested to do so, provide advice to the Executive Director or any of the Corporation's committees generally as to matters of a legal nature involving the Corporation or its activities in furthering the Corporation's purpose. The General Counsel will not be entitled to compensation as a result of his or her appointment to such position or service to the Corporation, but will be indemnified by the Corporation in the same manner as any other officer of the Corporation. The General Counsel is entitled to receive notice of each meeting of the Board, the Management Committee or any committee of the Corporation (including the Nominating Committee) and is entitled to attend any of such meetings (including the meetings of the Nominating Committee). The person serving as General Counsel may be elected by the Board to any other officer position, including any Executive Officer position, and may act in such other capacity as permitted by these Bylaws for such other officer position, including, without limitation, exercising any right to vote provided for such other officer position.

**Section 6.13. Additional Employees.** The Corporation may employ such other employees as determined by the President. The duties of the employees, other than the Executive Director, will be as prescribed by the Board, with the President being responsible for their immediate supervision. The Executive Director, if one is employed by the Corporation, will be appointed by, report to and serve at the pleasure of the Board and may be under the day-to-day supervision of such other officers that the Board may designate. The Executive Director of the Corporation, if one is employed, will have such authority with respect to the Corporation as may be granted from time to time by the Board, and in the regular course of business may sign contracts and other documents in the name of the Corporation where so authorized. Notwithstanding the foregoing, the decision as to whether an Executive Director will be employed, or the decision to terminate, eliminate or suspend the employment of an Executive Director of the Corporation is solely within the authority of the Board.

## **ARTICLE VII**

### **AMENDMENTS**

**Section 7.1. Amendment by Board.** These Bylaws may be amended by a majority vote of the Board at any meeting thereof at which a quorum is present, provided that at least ten days prior to any such meeting, written notice of the meeting, via mail, electronic message or facsimile transmission, and a copy of any proposed amendments have been mailed to each member of the Board. Any proposed amendments to be considered by the Board must be submitted in writing to the Secretary of the Corporation at least thirty days prior to the Board meeting at which they are to be considered. Proposed amendments to be made by the Board may

only be submitted by a member of the Board or by the chairperson of a committee of the Corporation (provided that the Corporation's committee has, by a majority vote, specifically authorized the chairperson to do so at least thirty days prior to the Board meeting at which they are to be considered). The Board may consider no other proposed amendment.

**Section 7.2. Amendment by Management Committee.** In between regular meetings of the Board, these Bylaws may also be amended by a majority vote of members of the Management Committee present and voting at any meeting of the Management Committee at which a quorum is present. A copy of each amendment made by the Management Committee must be sent to each member of the Board within thirty days after such action. The Management Committee action in amending these Bylaws must be approved by a majority vote of the Board, where a quorum exists, at the next-scheduled Board meeting for such amendment to become permanent. If such interim amendment is not approved by the Board at its next-scheduled meeting, then such amendment will be void and these Bylaws revert to the prior revision.

**Section 7.3. Amendment by Constitution and Rules Committee.** The Constitution and Rules Committee, in consultation with the President, may make language and stylistic changes to these Bylaws (or call items relating to the amendment of these Bylaws properly submitted for consideration by the Board) considered advisable by them to implement the intent of these Bylaws and may make conforming changes to avoid inconsistencies. Such changes will be reported to the Board within thirty days after such action and are subject to repeal by a majority vote of the Board at the next-scheduled Board meeting.

## **ARTICLE VIII**

### **INDEMNIFICATION**

**Section 8.1. Definitions.** In this Article:

(A) “*Indemnitee*” means (i) any present or former director or officer of the Corporation, (ii) any person who while serving in any of the capacities referred to in clause (i) hereof served at the Corporation's request as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and (iii) any person nominated or designated by (or pursuant to authority granted by) the Board or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

(B) “*Official Capacity*” means (i) when used with respect to a director, the office of director of the Corporation, and (ii) when used with respect to a person other than a director, the elective or appointive office of the Corporation held by such person or the employment or agency relationship undertaken by such person on behalf of the Corporation, but in each case does not include service for any other foreign or domestic corporation or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

(C) “*Proceeding*” means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, any appeal in

such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

**Section 8.2. Indemnification.** The Corporation will indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, amounts paid in settlement and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding to which he or she was, is or is threatened to be named defendant or respondent, or in which he or she was or is a witness without being named a defendant or respondent, by reason of his or her serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 8.1(A), unless it is ultimately determined that the Indemnitee (i) failed to conduct himself or herself in good faith, (ii) did not reasonably believe, in the case of conduct in his or her Official Capacity, that his or her conduct was in the Corporation's best interests and, in all other cases, that his or her conduct was at least not opposed to the Corporation's best interests, and (iii) in the case of any criminal proceeding, had no reasonable cause to believe that his or her conduct was unlawful; provided, however, that in the event that an Indemnitee is found liable to the Corporation or is found liable on the basis that personal benefit was improperly received by the Indemnitee, the indemnification (a) is limited to reasonable expenses actually incurred by the Indemnitee in connection with the Proceeding and (b) may not be made in respect of any Proceeding in which the Indemnitee has been found liable for willful or intentional misconduct in the performance of his or her duty to the Corporation. Except as provided in the immediately preceding proviso to the first sentence of this Section 8.2, no indemnification shall be made under this Section 8.2 in respect of any Proceeding in which such Indemnitee has been (1) found liable on the basis that personal benefit was improperly received by him or her, whether or not the benefit resulted from an action taken in the Indemnitee's Official Capacity, or (2) found liable to the Corporation. The termination of any Proceeding by judgment, order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself evidence of conduct by the Indemnitee meeting the requirements set forth in clauses (i), (ii) or (iii) in the first sentence of this Section 8.2. An Indemnitee is deemed to have been found liable in respect of any claim, issue or matter only after the Indemnitee has been so adjudged by a court of competent jurisdiction after exhaustion of all appeals therefrom. Reasonable expenses will include, without limitation, all court costs and all fees and disbursements of attorneys for the Indemnitee. The indemnification provided herein will be applicable whether or not negligence or gross negligence of the Indemnitee is alleged or proven.

**Section 8.3. Successful Defense.** Without limiting Section 8.2 hereof and in addition to the indemnification provided for therein, the Corporation will indemnify every Indemnitee against reasonable expenses incurred by such person in connection with any Proceeding in which he or she is a witness or a named defendant or respondent because he or she served in any of the capacities referred to in Section 8.1(A) if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

**Section 8.4. Advancement of Expenses.** Reasonable expenses (including court costs and attorneys' fees) incurred by an Indemnitee who was or is a witness or was, is or is threatened to be made a named defendant or respondent in a Proceeding will be paid by the Corporation at reasonable intervals in advance of the final disposition of such Proceeding, after receipt by the Corporation of a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by the Corporation if it is ultimately determined that he or she is not entitled



to be indemnified by the Corporation as authorized in this Article VIII. Such written undertaking will be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment. The provisions of this Article VIII may not be construed to apply to, or restrict in any way, the payment or reimbursement by the Corporation of expenses incurred by an Indemnitee in connection with his or her appearance as a witness or other participation in a Proceeding at a time when he or she is not named a defendant or respondent in the Proceeding.

**Section 8.5. Other Indemnification and Insurance.** The indemnification provided by this Article VIII will (i) not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Certificate of Formation, any law, agreement or vote of the Board, or otherwise, or under any policy or policies of insurance purchased and maintained by the Corporation on behalf of any Indemnitee, both as to action in his or her Official Capacity and as to action in any other capacity, (ii) continue as to a person who has ceased to be in the capacity by reason of which he or she was an Indemnitee with respect to matters arising during the period he or she was in such capacity, and (iii) inure to the benefit of the heirs, executors and administrators of such a person.

**Section 8.6. Construction.** The indemnification provided by this Article VIII is subject to all valid and applicable laws, including, without limitation, Chapter 8 of the TBOC, and, in the event this Article VIII or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter is be deemed to control and this Article VIII will be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

**Section 8.7. Continuing Offer, Reliance, etc.** The provisions of this Article VIII (i) are for the benefit of, and may be enforced by, each Indemnitee of the Corporation, the same as if set forth in their entirety in a written instrument duly executed and delivered by the Corporation and such Indemnitee and (ii) constitute a continuing offer to all present and future Indemnitees. The Corporation, by its adoption of these Bylaws, (a) acknowledges and agrees that each Indemnitee of the Corporation has relied upon and will continue to rely upon the provisions of this Article VIII in becoming, and serving in, any of the capacities referred to in Section 8.1(A), (b) waives reliance upon, and all notices of acceptance of, such provisions by such Indemnitees and (c) acknowledges and agrees that no present or future Indemnitee shall be prejudiced in his or her right to enforce the provisions of this Article VIII in accordance with their terms by any act or failure to act on the part of the Corporation.

**Section 8.8. Effect of Amendment.** No amendment, modification or repeal of this Article VIII or any provision hereof may in any manner terminate, reduce or impair the right of any past, present or future Indemnitees to be indemnified by the Corporation, nor the obligation of the Corporation to indemnify any such Indemnitees, under and in accordance with the provisions of the Article VIII as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

## **ARTICLE IX**

### **GENERAL PROVISIONS**

**Section 9.1. Exhaustion of Administrative Remedies.** By accepting membership in the USTA and the Corporation, each Member's membership in the Corporation shall be subject to each of these Bylaws, the Constitution, the Standing Orders of the Corporation, the USTA Bylaws, the USTA Constitution and such other rules and regulations or standing orders of the USTA and the Corporation. Each Member agrees that he or she must exhaust all administrative remedies available and subject himself or herself to the mediation and arbitration rules and requirements set forth in the USTA Bylaws or the rules, regulations or policies of the Corporation with respect to any controversy, dispute or grievance arising between such Member and the Corporation or the USTA involving participation in the Corporation's or the USTA's activities (including participation in or eligibility to participate in tournaments or other competitions), membership in the Corporation or the USTA, or the governance of the Corporation or USTA.

**Section 9.2. Conflict Between Governing Documents.** In the event of a conflict between the Certificate of Formation and these Bylaws, the Certificate of Formation will control. In the event of a conflict between the Constitution and these Bylaws, these Bylaws control.

[SIGNATURE PAGE FOLLOWS]

THIS IS TO CERTIFY that the foregoing Second Amended and Restated Bylaws of USTA Texas have been duly adopted by the Board of Directors to be effective the day of February 2018.

USTA TEXAS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Secretary