

BYLAWS
of
KANSAS CITY DISC GOLF, INC.

A NONPROFIT CORPORATION
ORGANIZED UNDER THE LAWS OF THE STATE OF MISSOURI

Article 1
DEFINITIONS

Unless otherwise stated in these Bylaws, the following terms shall have the meanings set forth below:

- 1.1 “Act” shall have the meaning given to it in Section 4.3 of these Bylaws.
- 1.2 “Articles of Incorporation” shall have the meaning given to it in Section 8.1 of these Bylaws.
- 1.3 “Board of Directors” and “Board” shall have the meaning given to it in Section 8.1 of these Bylaws.
- 1.4 “Chair” shall have the meaning given to it in Section 9.2 of these Bylaws.
- 1.5 “Code” shall have the meaning given to it in Section 4.1 of these Bylaws.
- 1.6 “Committees” shall have the meaning given to it in Section 9.1 of these Bylaws.
- 1.7 “Corporation” shall have the meaning given to it in Section 2.1 of these Bylaws.
- 1.8 “Directors” shall have the meaning given to it in Section 8.1 of these Bylaws.
- 1.9 “E-Mail” shall have the meaning given to it in Section 7.4(a) of these Bylaws.
- 1.10 “General Membership” shall have the meaning given to it in Section 7.2 of these Bylaws.
- 1.11 “Officers” shall have the meaning given to it in Section 10.1 of these Bylaws.
- 1.12 “President” shall have the meaning given to it in Section 10.6(a) of these Bylaws.
- 1.13 “Secretary” shall have the meaning given to it in Section 10.6(c) of these Bylaws.
- 1.14 “Sergeant at Arms” shall have the meaning given to it in Section 10.6(e) of these Bylaws.
- 1.15 “Tax Year” shall have the meaning given to it in Section 13.5 of these Bylaws.
- 1.16 “Treasurer” shall have the meaning given to it in Section 10.6(d) of these Bylaws.
- 1.17 “Vice President of Missouri”, “Vice President of Kansas”, and “Vice Presidents” shall all have the meaning given to such words in Section 10.6(b).

Article 2
IDENTITY

- 2.1 **Corporate Name.** The name of this corporation is Kansas City Disc Golf, Inc. (the “Corporation”).

Article 3

OFFICES OF THE ORGANIZATION

3.1 Principal Office. The principal office and place of business of the corporation shall be located at such place as the Board of Directors may designate from time to time.

3.2 Other Offices. The Board may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to transact business.

3.3 Registered Office and Agent. The corporation shall have and continue to maintain in the State of Missouri a registered office and a registered agent as set forth in the Articles of Incorporation. The initial registered agent shall be VOMER Agent Services Co. and the registered office shall be at 1000 Walnut Street, Suite 1500, Kansas City, Missouri 64106.

Article 4 PURPOSES

4.1 General Purpose. The Corporation is organized exclusively for charitable, religious, educational, and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, as now enacted or hereafter amended (the “Code”).

4.2 Specific Purpose. The specific purpose of the Corporation is to promote the sport of disc golf in the Kansas City metropolitan area, which includes, but is not limited to the following activities: (a) to educate the public about disc golf as a means to healthful recreation for all ranges of individuals, young and old; (b) to educate the public on the rules of play and high standards of professionalism; (c) to foster local and national disc golf competitions; (d) to assist municipalities in the Kansas City area with the creation, installation, and upkeep of disc golf facilities; and (e) to share information regarding the sport via electronic media.

4.3 Designation of Public or Mutual Benefit Corporation. The Corporation is a public benefit corporation and is not organized for the private gain of any person. It is organized under Chapter 355, Missouri Revised Statutes, the Missouri Nonprofit Corporation Act (the “Act”), for charitable purposes.

Article 5 LIMITATIONS

5.1 Political Activities. The Corporation has been formed under the Act for the charitable purposes described in Article 4, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

5.2 Prohibited Activities. The Corporation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Article 4. The Corporation may not carry on any activity for the profit of its Officers, Directors or other persons or distribute any gains, profits or dividends to its Officers, Directors or other persons as such. Furthermore, nothing in Article 4 shall be construed as allowing the Corporation to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(3) of the Code or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

Article 6
DEDICATION OF ASSETS

6.1 Property Dedicated to Nonprofit Purposes. The property of the Corporation is irrevocably dedicated to charitable purposes. No part of the net income or assets of the Corporation shall ever inure to the benefit of any of its Directors or Officers, or to the benefit of any private person, except that the Corporation is authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article 4 hereof.

6.2 Distribution of Assets Upon Dissolution. Upon the dissolution or winding up of the Corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for one or more exempt purposes within the meaning of Section 501(c)(3) of the Code and which has established its tax-exempt status under Section 501(c)(3) of the Code.

Article 7
MEMBERSHIP

7.1 Members. The Corporation shall have members within the meaning of the Act.

7.2 General Membership. The members shall comprise a general membership (the “**General Membership**”). There shall be no further division or classification of the members, unless approved by the Board of Directors.

7.3 Qualifications for Membership and Membership Dues. The General Membership of the Corporation shall consist of such persons who: (a) apply for membership on a form or in such manner as approved by the Board of Directors; (b) pay annual membership dues, if any; (c) subscribe to the purposes of the organization; and agree to abide by the Bylaws of the Corporation, as may be amended from time to time. All members shall pay annual membership dues to the Corporation in such amounts and in such manner as the Board of Directors determines from time to time. Nothing in these Bylaws shall be construed as granting to any member continued membership or expectation of membership in the Corporation.

7.4 Voting Rights. Each member in good standing shall be entitled to cast one vote with respect to those matters submitted to the General Membership for action or approval. There shall not be any voting of members by proxy. Votes may be taken by voice, by show of hands, or by ballot (either written or electronic format) as determined by the Board. Members shall have no right to cumulate their votes.

(a) Electing of Board of Directors. At the annual meeting of the General Membership, as provided in Section 7.5(a) below, the General Membership will elect the Board of Directors who are to serve in such positions during the following Tax Year (as further provided in Section 8.4 below). However, if resolved by the current Board of Directors, the annual election of the directors by the General Membership may take place by mail, facsimile transmission, electronic mail (“**e-mail**”) or other means of electronic transmission, in such manner and timing as determined by the Board of Directors.

7.5 Meeting of the Members.

(a) Annual Meeting. A meeting of the General Membership shall be held annually in the month of November, or at such other place and time as the Board of Directors may fix in the notice of such meeting.

(b) Special Meetings. Special meetings of the General Membership may be held at any time for any purpose as called for by the President, a majority of the Board of Directors, or upon written petition of at least ten percent (10%) of the General Membership.

(c) Notice of Meetings.

(1) Manner of Notice. Notice of the time and place of each annual and regular meeting shall be provided to each member by one of the following methods:

(i) Personal delivery of oral or written notice;

(ii) First-class mail, postage paid;

(iii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or

(iv) Facsimile, e-mail or other means of electronic transmission.

All such notices shall be given or sent to a member's address, phone number, facsimile number or e-mail address as shown on the records of the Corporation. Any oral notice given personally or by telephone may be communicated directly to the member or to a person who would reasonably be expected to promptly communicate such notice to the member.

(2) Time Requirements. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, voice messaging system or other system or technology designed to record and communicate messages, facsimile, e-mail or other electronic transmission shall be delivered at least forty-eight (48) hours before the time set for the meeting.

(3) Notice Contents. The notice shall state the time and place for the meeting, except that if the meeting is scheduled to be held at the principal office of the Corporation, the notice shall be valid even if no place is specified. The notice need not specify the purpose of the meeting unless required to elsewhere in these Bylaws.

(4) Quorum. The presence in person of at least ten percent (10%) of the General Membership shall constitute a quorum. The members present in person at such meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum. Whether or not a quorum is met, the meeting may be adjourned by a majority vote of the members present.

7.6 Termination of Membership. The membership of each member of the Corporation will terminate upon such member's death, resignation, expulsion, or failure to pay dues as herein prescribed. Unless otherwise determined by the Board of Directors, each member's membership will immediately terminate if such member's dues have not been paid within thirty (30) days after payment was due; members terminated as a result of non-payment of dues may reactivate their membership by the payment of all current and accrued (if any) membership dues.

7.7 Suspension and Expulsion. Any member may be suspended or expelled from the General Membership with or without cause upon the affirmative vote of a majority of the Board of Directors.

Article 8 DIRECTORS

8.1 Board of Directors. Subject to the provisions of the Articles of Incorporation of the Corporation (the “Articles of Incorporation”), the Act and any other applicable laws, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (collectively, the “Board” or individually, the “Directors”). The Board may delegate the management of the activities of the Corporation to any person or persons, management company or committee however composed, provided that the activities and affairs of the Corporation shall be managed, and all corporate powers shall be exercised under the ultimate direction of the Board.

8.2 Number. The authorized number of directors of the Corporation shall be no less than three (3) and no more than nine (9); the exact authorized number to be fixed, within these limits, by resolution of the Board.

8.3 Qualifications for Office. Every Director must be a member in good standing of the Corporation. Each Director must be at least 18 years old.

8.4 Election of Directors; Terms.

(a) Election. Directors shall be elected by the General Membership pursuant to Section 7.4(a) above.

(b) Term of Office. The term of each Director, upon being elected to office, shall begin at the beginning of the next Tax Year (see Section 13.5 for definition of Tax Year). The regular term of office for each Director shall be two (2) years, unless sooner terminated by death, incapacity, resignation, or removal. Directors may be elected to no more than three (3) consecutive terms. A Director who has served all or part of three (3) consecutive terms shall be ineligible for reelection for one (1) year. Each Director, including a Director elected to fill a vacancy, shall hold office until the expiration of the term for which he or she was elected, until the election and qualification of a successor, or until that Director's earlier resignation or removal in accordance with these Bylaws and the Act.

(c) Staggering of Terms. The terms of the Directors shall be staggered. In order to stagger the terms of the Directors, as close as possible to one-half of the Directors shall be elected each year. In order to stagger the terms of the initial Directors, upon the effective date of these Bylaws or upon the installation of the initial Directors, whichever occurs later, the Directors shall draw lots to determine which Directors shall serve for an initial term of one or two years.

(d) Nomination of Directors. At least sixty (60) days prior to the annual meeting of the General Membership (as provided in Section 7.4(a) above), the Board shall announce, in any reasonable manner, the number of vacancies on the Board to be filled for the upcoming Tax Year by election of the General Membership. At least thirty (30) days prior to the annual meeting of the General Membership, any individual interested in filling a vacancy on the Board for the upcoming Tax Year, and who meets the requirements of Section 8.3, shall declare his or her intent to run in said election. Such declaration shall be made in writing and delivered to the Board by first-class mail, messenger, courier, facsimile, e-mail or any other reasonable method of communication.

In the event no individual or an insufficient number of individuals declares his or her intent to run for a vacancy on the Board for the upcoming Tax Year, the current Board shall present to the General Membership a list containing the names of eligible nominees for the office of director. The Board may also commission a Nominating Committee, pursuant to Article 9, to compile such a list. Such list shall include the names of at least two (2) eligible nominees for each vacancy (*e.g.* the Board has four

(4) vacancies for the upcoming Tax Year, so the list must contain the names of eight (8) eligible nominees). Such list shall be provided to the General Membership in any reasonable method of communication at least fifteen (15) days prior to the annual meeting of the General Membership.

8.5 Vacancies.

(a) Events Causing Vacancy. A vacancy or vacancies on the Board shall be deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director; (ii) whenever the number of authorized Directors is increased; or (iii) the failure of the Board, at any meeting at which any Director or Directors are to be elected, to elect the full authorized number of Directors.

(b) Removal. The Board may by resolution declare vacant the office of a Director who has been declared of unsound mind by an order of court, or convicted of a felony, or found by final order or judgment of any court to have breached a duty under the Act. Directors may be removed without cause by a majority of Directors then in office.

(c) No Removal on Reduction of Number of Directors. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires, unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and the Act.

(d) Resignations. Except as provided in this Section 8.5(d), any Director may resign by giving written notice to the President, the Secretary, or the Board. Such a written resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective.

(e) Election to Fill Vacancies. If there is a vacancy on the Board, including a vacancy created by the removal of a Director, the Board may fill such vacancy by electing an additional director as soon as practicable after the vacancy occurs. If the number of Directors then in office is less than a quorum, additional directors may be elected to fill such vacancies by (i) the unanimous written consent of the Directors then in office, (ii) the affirmative vote of a majority of the Directors in office at a meeting held according to notice or waivers complying with the Act, or (iii) a sole remaining Director.

8.6 Meetings.

(a) Annual Meeting. Each year, the Board shall hold at least one meeting, the annual meeting, in the month of November, or at such other time and place as determined by a majority vote of the Board of Directors. The annual meeting shall be held for the purposes of the appointment of Officers, review and approval of the corporate budget and transaction of other business.

(b) Regular Meetings. The Board should strive to meet on the second Monday of each month, for a minimum of nine (9) meetings within a twelve (12) month period. Other regular meetings of the Board may be held at such time and place as the Board may fix from time to time by resolution.

(c) Special Meetings. Special meetings of the Board for any purpose may be called at any time by the President, or the Vice President(s), or the Secretary, or any two Directors.

(d) Notice of Meetings.

(1) Manner of Giving. Except when the time and place of a regular meeting is set by the Board by resolution in advance (as permitted by Section 8.6(b) above), notice of the time and place of all regular and special meetings shall be given to each Director by one of the following methods:

- (i) Personal delivery of oral or written notice;
- (ii) First-class mail, postage paid;
- (iii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages; or
- (iv) Facsimile, e-mail or other means of electronic transmission.

All such notices shall be given or sent to the Director's address, phone number, facsimile number or e-mail address as shown on the records of the Corporation. Any oral notice given personally or by telephone may be communicated directly to the Director or to a person who would reasonably be expected to promptly communicate such notice to the Director. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time and place of more than one regular meeting.

(2) Time Requirements. Notices sent by first-class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, voice messaging system or other system or technology designed to record and communicate messages, facsimile, e-mail or other electronic transmission shall be delivered at least forty-eight (48) hours before the time set for the meeting.

(3) Notice Contents. The notice shall state the time and place for the meeting, except that if the meeting is scheduled to be held at the principal office of the Corporation, the notice shall be valid even if no place is specified. The notice need not specify the purpose of the meeting unless required to elsewhere in these Bylaws.

(e) Place of Board Meetings. Regular and special meetings of the Board may be held at any place within or outside the state that has been designated in the notice of the meeting, or, if not stated in the notice or, if there is no notice, designated by resolution of the Board. If the place of a regular or special meeting is not designated in the notice or fixed by a resolution of the Board, it shall be held at the principal office of the Corporation.

(f) Meetings by Telephone or Similar Communication Equipment. Any meeting may be held by conference telephone or other communication equipment as determined by the Board, as long as all Directors participating in the meeting can communicate with one another and all other requirements of the Act are otherwise satisfied. The Directors in attendance as permitted by whatever means of such communications equipment (*i.e.* by telephone, webcam, etc.) shall be deemed to be present in person at such meeting.

8.7 Quorum and Action of the Board.

(a) Quorum. A majority of Directors then in office, present in-person, present via telephone, but no fewer than two (2) directors, shall constitute a quorum for the transaction of business, except to adjourn as provided in subsection (e).

(b) Minimum Vote Requirements for Valid Board Action. Every act taken or decision made by a vote of the majority of the Directors present at the meeting, at which a quorum is present, is the act of the Board, unless a greater number is expressly required by the Act, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for that meeting.

(c) When a Greater Vote Is Required for Valid Board Action. The following actions shall require a vote by a majority of all Directors then in office in order to be effective:

(1) Approval of contracts or transactions in which a Director has a direct or indirect material financial interest as described in Section 11.1 (provided that the vote of any interested Director(s) is not counted);

(2) Creation of, and appointment to, Committees (but not advisory committees) as described in Section 9.1;

(3) Removal of a Director without cause as described in Section 8.5(b); and

(4) Indemnification of Directors as described in Article 12.

(d) Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (i) a quorum is present, and (ii) either before or after the meeting, each of the Directors who is not present at the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent does not need to specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Also, notice of a meeting is not required to be given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Directors can protest the lack of notice only by presenting a written protest to the Secretary either in person, by first-class mail addressed to the Secretary at the principal office of the Corporation as contained on the records of the Corporation as of the date of the protest, or by facsimile addressed to the facsimile number of the Corporation as contained on the records of the Corporation as of the date of the protest.

(e) Adjournment. A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

(f) Notice of Adjournment. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

(g) Conduct of Meetings. Meetings of the Board shall be presided over by the President or, if the President is absent, by the Vice President of Missouri or the Vice President of Kansas (see Section 10.6(b)) or, in the absence of each of these persons, by a chairperson of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Corporation.

(h) Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to the action. Such written consent shall have the same force and effect as a vote of the Board taken at a meeting. Such written consent or consents shall be filed with the minutes of the proceedings of the Board. Written consent may be transmitted by first-class mail, messenger, courier, facsimile, e-mail or any other reasonable method satisfactory to the President.

8.8 Fees and Compensation of Directors. The Corporation shall not pay any compensation to Directors for services rendered to the Corporation as Directors, except that Directors may be reimbursed for expenses incurred in the performance of their duties to the Corporation, in reasonable amounts as approved by the Board. Directors may not be compensated for rendering services to the Corporation in a capacity other than as Directors, unless such compensation is reasonable and further provided that not more than 49% of the persons serving as Directors may be “interested persons” which, for purposes of this Section 8.7 only, means:

(a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full or part-time Officer or other employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a Director as Director; or

(b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.

8.9 Non-Liability of Directors. The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

Article 9 COMMITTEES

9.1 Committees of Directors. The Board may, by resolution adopted by a majority of the Directors then in office, create one or more standing or special committees (the “**Committees**”), including an Executive Committee, to serve at the discretion of the Board. The Board may establish each such special or standing committee as it deems appropriate with such duties and responsibilities as it shall designate, except that no committee shall have the power to do any of the things a committee is prohibited from doing under the Act.

9.2 Committee Membership. The Board shall appoint the members of each of the Committees, including the committee chair (the “**Chair**”). Persons other than a Director may be appointed to the Committees, but the Chair of each committee must be a Director of the Corporation. Every committee shall consist of a minimum of two (2) persons, exclusive of the Chair. Committee members shall serve for the lesser of: (a) the duration of the project for which the Committee was created; or (b) a one-year term.

9.3 Actions of Committees. All committees shall act by majority vote, unless otherwise prescribed by the Board.

9.4 Meeting of Committees. Unless otherwise prescribed by the Board, each Committee shall determine the meeting or meetings of its members, including timing, intervals, and duration of those meetings. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee shall report to the Board from time to time as the Board may require. The Board may adopt rules for the governance of any Committee not inconsistent with the provisions by these Bylaws. In the absence of rules adopted by the Board, the Committee may adopt such rules.

9.5 Revocation of Delegated Authority. The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

9.6 Advisory Committees. The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees need not, but may, be Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

Article 10 OFFICERS

10.1 Officers. The officers of the Corporation shall include President, Vice President of Missouri, Vice President of Kansas, Secretary, Treasurer, and Sergeant at Arms (the “**Officers**”). Other than the President, these persons may, but need not be, selected from among the Directors. The Board shall have the power to designate additional Officers, who also need not be Directors, with such duties, powers, titles and privileges as the Board may fix. Any two or more of offices may not be held by the same person.

10.2 Election of Officers. The Officers, except those appointed in accordance with Section 10.5, shall be elected by the Board at the first regular meeting of each Tax Year of the Corporation for a term of one (1) year, and each shall serve at the discretion of the Board until his or her successor shall be elected, or his or her earlier resignation or removal.

10.3 Removal of Officers. Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause, (a) by the Board, at any regular or special meeting of the Board, or at the annual meeting of the Corporation, or (b) by an Officer on whom such power of removal may be conferred by the Board.

10.4 Resignation of Officers. Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any of the Corporation under any contract to which the Officer is a party.

10.5 Vacancies in Offices. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to that office, provided that such vacancies shall be filled as they occur and not on an annual basis. In the event of a vacancy in any office other than the President, such vacancy shall be filled temporarily by appointment by the President, and the appointee shall remain in office for sixty (60) days, or until the next regular meeting of the Board, whichever comes first. Thereafter, the position can be filled only by action of the Board.

10.6 Responsibilities of Officers.

(a) President. The president of the Corporation (the “**President**”) shall be the principal executive officer of the Corporation, subject to the control of the Board. The President shall supervise all of the business and affairs of the Corporation and, when present, preside at meetings of the Board. Additionally, the President shall exercise and perform such other powers and duties as may from time to time be assigned to the President by the Board or prescribed by these Bylaws.

(b) Vice Presidents of Missouri and Kansas. A vice president shall be appointed in each state in which the Corporation operates; currently Missouri and Kansas (individually, the “**Vice President of Missouri**” and the “**Vice President of Kansas**”; collectively, the “**Vice Presidents**”). In the absence or disability of the President, the Vice President of Missouri shall perform all the duties of the President and, when so acting, have all the powers of and be subject to all the restrictions upon, the President. The Vice President of Kansas shall act in the event the Vice President of Missouri is unable to perform said duties. Additionally, the Vice Presidents shall have such other powers and perform such other duties as may be prescribed by the Board.

(c) Secretary. The secretary of the Corporation (the “**Secretary**”) shall attend to the following:

(1) Bylaws. The Secretary shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date.

(2) Minute Book. The Secretary shall keep or cause to be kept a minute book as described in Section 13.1.

(3) Corporate Records. Upon request, the Secretary shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book.

(4) Corporate Seal and Other Duties. The Secretary shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to the office of Secretary as may be prescribed by the Board or these Bylaws.

(d) Treasurer. The treasurer of the Corporation (the “**Treasurer**”) shall attend to the following:

(1) Books of Account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

(2) Financial Reports. The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

(3) Deposit and Disbursement of Money and Valuables. The Treasurer shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board; shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board; shall render, or cause to be rendered to the President and Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties incident to the office of Treasurer as may be prescribed by the Board or these Bylaws.

(4) Bond. If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his possession or under his control on his death, resignation, retirement, or removal from office.

(e) Sergeant at Arms. The sergeant at arms of the Corporation (the “**Sergeant at Arms**”) shall give, or cause to be given, notice of all meetings of the Board in accordance with these Bylaws. Further, the Sergeant at Arms shall maintain order at all functions of the Corporation. The Sergeant at Arms shall enforce violations, administer fines, collect dues, and other items of importance to the Board. Additionally, the Sergeant at Arms shall have such other powers and perform such other duties as may be prescribed by the Board.

(f) Additional Officers. The Board may empower the President, or chief executive, to appoint or remove such other Officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board from time to time may determine.

10.7 Compensation of Officers.

(a) Salaries Fixed by Board. The salaries of Officers, **if any**, shall be fixed from time to time by resolution of the Board or by the person or Committee to whom the Board has delegated this function, and no Officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director, provided, however, that such compensation paid to a Director for serving as an Officer shall only be allowed if permitted under the provisions of Section 8.8. In all cases, any salaries received by Officers, **if any**, shall be reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the public benefit purposes of the Corporation. No salaried Officer serving as a Director shall be permitted to vote on his or her own compensation as an Officer.

(b) Fairness of Compensation. The Board shall periodically review the fairness of compensation, including benefits, paid to every person, regardless of title, with powers, duties, or responsibilities comparable to the president or treasurer (1) once such person is hired, (2) upon any extension or renewal of such person's term of employment, and (3) when such person's compensation is modified (unless all employees are subject to the same general modification of compensation).

Article 11

TRANSACTIONS BETWEEN CORPORATION AND DIRECTORS OR OFFICERS

11.1 Transactions with Directors and Officers.

(a) Interested Party Transactions. Except as described in Section 11.1(b), the Corporation shall not be a party to any transaction:

(1) in which one or more of its Directors or Officers has a material financial interest, or

(2) with any corporation, firm, association, or other entity in which one or more Directors or Officers has a material financial interest.

(b) Requirements to Authorize Interested Party Transactions. The Corporation shall not be a party to any transaction described in Section 11.1(a) unless:

(1) the Corporation enters into the transaction for its own benefit;

(2) the transaction is fair and reasonable to the Corporation at the time the transaction is entered into;

(3) prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith, by a vote of a majority of Directors then in office (without counting the vote of the interested Directors), and with knowledge of the material facts concerning the transaction and the interested Director's or Officer's financial interest in the transaction;

(4) prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and

(5) the minutes of the Board meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (1) through (4) of this Section 11.1(b).

(c) Material Financial Interest. A Director or Officer shall not be deemed to have a "material financial interest" in a transaction:

(1) that fixes the compensation of a Director or an Officer;

(2) if the contract or transaction is part of a public or charitable program of the Corporation and it (i) is approved or authorized by the Corporation in good faith and without unjustified favoritism, and (ii) results in a benefit to one or more Directors or their families only because they are in the class of persons intended to be benefited by the program; or

(3) where the interested Director has no actual knowledge of the transaction and it does not exceed the lesser of one percent of the gross receipts of the corporation for the preceding year or \$100,000.

11.2 Loans to Directors and Officers. The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless approved by the Attorney General; except that, however, the Corporation may advance money to a Director or Officer for expenses reasonably anticipated to be incurred in the performance of duties of such Director or Officer, if in the absence of such advance, such Director or Officer would be entitled to be reimbursed for such expenses by the Corporation. This limitation does not apply if (a) the loan is necessary, in the judgment of the Board, to provide financing for the purchase of the principal residence of an Officer in order to secure the services of (or continued services of) the Officer and the loan is secured by real property located in Missouri; or (b) the loan is for the payment of premiums on a life insurance policy on the life of a Director or Officer and repayment to the Corporation of the amount paid by it is secured by the proceeds of the policy and its cash surrender value.

11.3 Interlocking Directorates. No contract or other transaction between the Corporation and any other corporation, firm or association of which one or more Directors of the Corporation are also directors is either void or voidable because such Director(s) are present at the Board or Committee meeting that authorizes, approves or ratifies the contract or transaction, if (a) the material facts as to the transaction and as to such Director's other directorship are fully disclosed or known to the Board or Committee, and the Board or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common Director(s) (subject to the quorum provisions of Article 8); or if (b) the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved or ratified.

11.4 Duty of Loyalty; Construction with Article 12. Nothing in this Article 11 shall be construed to derogate in any way from the absolute duty of loyalty that every Director and Officer owes to the Corporation. Furthermore, nothing in this Article 11 shall be construed to override or amend the provisions of Article 12. All conflicts between the two (2) articles shall be resolved in favor of Article 12.

Article 12

INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

12.1 Directors and Officers. The Corporation shall indemnify the Directors and Officers to the fullest extent not prohibited by the Act or any other applicable law; provided, however, that the Corporation may modify the extent of such indemnification by individual contracts with its directors and officers; and, provided, further, that the Corporation shall not be required to indemnify any director or officer in connection with any proceeding (or part thereof) initiated by such person unless (a) such indemnification is expressly required to be made by law, (b) the proceeding was authorized by the Board of Directors of the Corporation, (c) such indemnification is provided by the corporation, in its sole discretion, pursuant to the powers vested in the corporation under the Act or any other applicable law or (d) such indemnification is required to be made under Section 12.4.

12.2 Other Officers, Employees and Other Agents. The Corporation shall have power to indemnify its other officers, employees and other agents as set forth in the Act or any other applicable law. The Board of Directors shall have the power to delegate the determination of whether indemnification shall be given to any such person except executive officers to such officers or other persons as the Board of Directors shall determine.

12.3 Expenses. The Corporation shall advance to any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or executive officer, of the corporation, or is or was serving at the request of the Corporation as a director or executive officer of another corporation, partnership, joint venture, trust or other enterprise, prior to the final disposition of the proceeding, promptly following request therefor, all expenses incurred by any director or executive officer in connection with such proceeding; provided, however, that, if the Act requires, an advancement of expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such indemnitee is not entitled to be indemnified for such expenses under this Article 12 or otherwise. Notwithstanding the foregoing, unless otherwise determined pursuant to this Section 12.3, no advance shall be made by the Corporation to an officer of the Corporation (except by reason of the fact that such officer is or was a director of the Corporation, in which event this paragraph shall not apply) in any action, suit or proceeding, whether civil, criminal, administrative or investigative, if a determination is reasonably and promptly made (a) by a majority vote of a quorum consisting of directors who were not parties to the proceeding, even if not a quorum, or (b) by a committee of such directors designated by a majority of such directors, even though less than a quorum, or (c) if there are no such directors, or such directors so direct, by independent legal counsel in a written opinion, that the facts known to the decision-making party at the time such determination is made demonstrate clearly and convincingly that such person acted in bad faith or in a manner that such person did not believe to be in or not opposed to the best interests of the Corporation.

12.4 Enforcement. Without the necessity of entering into an express contract, all rights to indemnification and advances to directors and executive officers under this Bylaw shall be deemed to be contractual rights and be effective to the same extent and as if provided for in a contract between the corporation and the director or executive officer. Any right to indemnification or advances granted by this Bylaw to a director or executive officer shall be enforceable by or on behalf of the person holding such right in any court of competent jurisdiction if (a) the claim for indemnification or advances is denied, in whole or in part, or (b) no disposition of such claim is made within ninety (90) days of request therefor. The claimant in such enforcement action, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting the claim. In connection with any claim for indemnification, the corporation shall be entitled to raise as a defense to any such action that the claimant has not met the standards of conduct that make it permissible under the Act or any other applicable law for the corporation to indemnify the claimant for the amount claimed. Neither the failure of the corporation (including its Board of Directors or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he has met the applicable standard of conduct set forth in the Act or any other applicable law, nor an actual determination by the corporation (including its Board of Directors or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that claimant has not met the applicable standard of conduct.

12.5 Non-Exclusivity of Rights. The rights conferred on any person by this Bylaw shall not be exclusive of any other right which such person may have or hereafter acquire under any applicable statute,

provision of the Articles of Incorporation, Bylaws, agreement, vote of disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding office. The corporation is specifically authorized to enter into individual contracts with any or all of its directors, officers, employees or agents respecting indemnification and advances, to the fullest extent not prohibited by the Act or any other applicable law.

12.6 Survival of Rights. The rights conferred on any person by this Bylaw shall continue as to a person who has ceased to be a director, or executive officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

12.7 Insurance. To the fullest extent permitted by the Act, or any other applicable law, the corporation, upon approval by the Board of Directors, may purchase insurance on behalf of any person required or permitted to be indemnified pursuant to this Article.

12.8 Amendments. Any repeal or modification of this Article shall only be prospective and shall not affect the rights under this Article in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any proceeding against any agent of the corporation.

12.9 Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify each director and executive officer to the full extent not prohibited by any applicable portion of this Article that shall not have been invalidated, or by any other applicable law. If this Article shall be invalid due to the application of the indemnification provisions of another jurisdiction, then the corporation shall indemnify each director and executive officer to the full extent under applicable law.

12.10 Certain Definitions. For the purposes of this Article 12, the following definitions shall apply:

(a) The term “proceeding” shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative.

(b) The term “expenses” shall be broadly construed and shall include, without limitation, court costs, attorneys’ fees, witness fees, fines, amounts paid in settlement or judgment and any other costs and expenses of any nature or kind incurred in connection with any proceeding.

(c) The term the “corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Bylaw with respect to the resulting or surviving corporation as he would have with respect to such constituent corporation if its separate existence had continued.

(d) References to a “director,” “executive officer,” “officer,” “employee,” or “agent” of the corporation shall include, without limitation, situations where such person is serving at the request of the corporation as, respectively, a director, executive officer, officer, employee, trustee or agent of another corporation, partnership, joint venture, trust or other enterprise.

(e) References to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and

references to “serving at the request of the corporation” shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the corporation” as referred to in this Bylaw.

Article 13 CORPORATE RECORDS, REPORTS AND SEAL

13.1 Minute Book. The Corporation shall keep a minute book in written or electronic form which shall contain a record of all actions by the Board or any committee including (a) the time, date and place of each meeting; (b) whether a meeting is regular or special and, if special, how called; (c) the manner of giving notice of each meeting and a copy thereof; (d) the names of those present at each meeting of the Board or any Committee thereof; (e) the minutes of all meetings; (f) any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; (g) all written consents for action without a meeting; (h) all protests concerning lack of notice; and (i) formal dissents from Board actions.

13.2 Books and Records of Account. The Corporation shall keep adequate and correct books and records of account in written or electronic form. “Correct books and records” shall include, but is not necessarily limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

13.3 Articles of Incorporation and Bylaws. The Corporation shall keep at its principal office, the original or a copy of the Articles of Incorporation and Bylaws as amended to date.

13.4 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns. The Corporation shall at all times keep at its principal office a copy of its federal tax exemption application and, for three years from their date of filing, its annual information returns. These documents shall be open to public inspection and copying to the extent required by the Code.

13.5 Tax Year. The tax year of the Corporation shall be a calendar year (the “**Tax Year**”). Tax returns for the Corporation shall be due to the Internal Revenue Service on or before the fifteenth (15th) day of the fifth (5th) month after the end of each Tax Year (this would be May 15th for the Corporation), unless otherwise extended.

13.6 Annual Report; Statement of Certain Transactions. The Board shall cause an annual report to be sent to each Director within one hundred and twenty days (120) days after the close of the Corporation’s Tax Year containing the following information:

- (a) The assets and liabilities of the Corporation as of the end of the Tax Year;
- (b) The principal changes in assets and liabilities, including trust funds, during the Tax Year;
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for this Tax Year;
- (d) The expenses or disbursements of the Corporation for both general and restricted purposes during the Tax Year;

(e) A statement of any transaction (1) to which the Corporation, its parent, or its subsidiary was a party, (2) which involved more than \$50,000 or which was one of a number of such transactions with the same person involving, in the aggregate, more than \$50,000, and (3) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a financial interest):

(1) Any Director or Officer of the Corporation, its parent, or its subsidiary;

(2) Any holder of more than 10% of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include: (i) a brief description of the transaction; (ii) the names of interested persons involved; (iii) their relationship to the Corporation; (iv) the nature of their interest in the transaction, and; (v) when practicable, the amount of that interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated.

(f) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than \$10,000 paid during the Tax Year to any Officer or Director.

13.7 Directors' Rights of Inspection. Every Director shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the Corporation and each of its subsidiaries. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

13.8 Corporate Seal. The corporate seal, if any, shall be in such form as may be approved from time to time by the Board. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

Article 14

EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

14.1 Execution of Instruments. The Board, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of the Corporation to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

14.2 Checks and Notes. Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the Treasurer and countersigned by the President.

14.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

14.4 Gifts. The Board may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the charitable or public purposes of the Corporation.

Article 15
CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions of the Act shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term “person” includes both the Corporation and a natural person. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

Article 16
AMENDMENTS

16.1 Amendment by Directors. The Board may adopt, amend or repeal bylaws. Such power is subject to the following limitations:

(a) Where any provision of these Bylaws requires the vote of a larger proportion of the Directors than otherwise is required by law, such provision may not be altered, amended or repealed except by the vote of such greater number.

(b) No amendment may extend the term of a Director beyond that for which such Director was elected.

(c) If bylaws are adopted, amended or repealed at a meeting of the Board, such action is authorized only at a duly called and held meeting for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefor, is given in accordance with these Bylaws, unless such notice is waived in accordance with these Bylaws.

Article 17
CONFLICT OF INTEREST POLICY

The Corporation abides by a Conflict of Interest Policy of even date herewith, incorporated herein by reference, as Schedule A.

Article 18
NON-DISCRIMINATION POLICY

The Corporation abides by a Non-Discrimination Policy of even date herewith, incorporated herein by reference, as Schedule B.

SCHEDULE A

Kansas City Disc Golf, Inc. Conflict of Interest Policy

1. **Purpose.** The purpose of this conflict of interest policy is to protect Kansas City Disc Golf, Inc., a Missouri non-profit corporation, recognized as a federally tax-exempt organization under Section 501(c)(3) of the Internal Revenue Service (the “Organization”), when contemplating a transaction or arrangement that might benefit the private interest of a director, officer, or committee member of the Organization or that might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

2. **Definitions.**

(a) **Interested Person.** Any director, officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(1) an ownership or investment interest in any for-profit entity with which the Organization has a transaction or arrangement;

(2) a compensation arrangement with the Organization or with any for-profit entity or individual with which the Organization has a transaction or arrangement; or

(3) a significant potential ownership or investment interest in, or compensation arrangement with, any for-profit entity or individual with which the Organization is negotiating a transaction or arrangement.

(c) **Compensation** includes direct and indirect remuneration, as well as gifts or favors that are not insubstantial.

(d) A financial interest is not necessarily a conflict of interest. Whether a person who has a financial interest has a conflict of interest is to be determined by the appropriate governing board or committee as provided in Section 3(a).

3. **Procedures.****Duty to Disclose.** In connection with any actual or possible conflict of interest, an Interested Person shall disclose the existence of the Financial Interest and shall be given the opportunity to disclose all material facts to the directors, officers, and/or members of committees with governing board delegated powers that are considering the proposed transaction or arrangement (the “Deciding Group”). After such disclosure, the Interest Person and the Deciding Group may further discuss the proposed transaction or arrangement.

(b) **Protocol for Determining Whether a Conflict of Interest Exists.**

(1) After disclosure of the Financial Interest and all material facts, and after any discussion with the Interested Person, the Interested Person shall be asked to leave the meeting of the Deciding Group. The directors, officers, or committee members remaining in the meeting of the Deciding Group shall discuss the Financial Interest and determine if a conflict of interest exists.

(2) The president or chairperson of the Deciding Group shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement of the Interested Person.

(3) After exercising due diligence, the Deciding Group shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Deciding Group shall determine by a majority vote of the disinterested directors, officers, or committee members whether the proposed transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Deciding Group shall make a decision as to whether to enter into the proposed transaction or arrangement with the Interest Person.

(c) Violations of the Conflict of Interest Policy.

(1) If the Deciding Group has reasonable cause to believe a person has failed to disclose actual or possible conflicts of interest, it shall inform such person of the basis for such belief and afford such person an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Deciding Group determines the person has failed to disclose an actual or possible conflict of interest, it shall take appropriate corrective action.

4. **Records of Proceedings.** The minutes of the meetings of the directors, officers, and members of committees with governing board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible conflict of interest, the nature of the Financial Interest, any action taken to determine whether a conflict of interest was present, and the Deciding Group's decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to a proposed transaction or arrangement in connection with an actual or possible conflict of interest, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

5. **Compensation.** A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services rendered or to be rendered is precluded from voting on matters pertaining to that member's compensation. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services rendered or to be rendered is precluded from voting on matters pertaining to that

member's compensation. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

6. **Annual Statements.** Each director, officer and member of a committee with governing board delegated powers shall annually sign an acknowledgement, substantially in the form of the acknowledgement attached hereto as Schedule 1, which affirms such person:

- (a) Has received a copy of the conflicts of interest policy,
- (b) Has read and understands the policy,
- (c) Has agreed to comply with the policy, and
- (d) Understands the Organization is a non-profit corporation and, in order to maintain its federal tax-exempt status, must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

7. **Periodic Reviews.** To ensure the Organization operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- (a) Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
- (b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

8. **Use of Outside Expert.** When conducting the periodic reviews as provided in Section 7, the Organization may, but need not, use outside advisors ("Experts"). If outside Experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

SCHEDULE 1

Kansas City Disc Golf, Inc.
Acknowledgement and Disclosure Form

I, _____, have been provided and have reviewed a copy of the Conflict of Interest Policy of Kansas City Disc Golf, Inc., a Missouri non-profit corporation, recognized as a federally tax-exempt organization under Section 501(c)(3) of the Internal Revenue Service, and do hereby agree to comply fully with its terms and conditions at all times during my service as a director, officer, or member of a committee with governing board delegated powers. If, at any time following the submission of this form, I become aware of any actual or potential conflicts of interest, or if the information provided below becomes inaccurate or incomplete, I will promptly notify the President of Kansas City Disc Golf, Inc. in writing.

Disclosure of Actual or Potential Conflict(s) of Interest:

Signature: _____

Date: _____

SCHEDULE B

**Kansas City Disc Golf, Inc.
Non-Discrimination Policy**

Kansas City Disc Golf, Inc. shall provide services for, or consider for employment, individuals of any race, religion, gender, color, national or ethnic origin to all rights, privileges, programs, and activities, generally accorded or made available.