

**THE GREAT FALLS ATHLETIC ASSOCIATION**  
**NOTICE OF SPECIAL MEETING OF MEMBERS**

Dear Members of The Great Falls Athletic Association:

Notice is hereby given that a special meeting of members of The Great Falls Athletic Association, a Virginia nonstock corporation (the "Corporation"), will be held on March 7, 2018 at 7:00 p.m., local time at Great Falls Elementary School.

The purposes of the special meeting are:

1. Approve and adopt the Agreement and Plan of Merger (the "Merger Agreement") by and between the Corporation and Reston Soccer Association, Inc., a Virginia nonstock corporation ("Reston") (the "Merger").
2. Approve and adopt Amended and Restated Articles of Incorporation for the surviving corporation in the Merger, to become effective as of the effective time of the Merger (the "Articles").
3. Approve and adopt Amended and Restated Bylaws for the surviving corporation in the Merger, to become effective as of the effective time of the Merger (the "Bylaws").

Each of the above proposals is conditioned on receiving the requisite approval by the members for all of the proposals. Furthermore, none of the proposals will, if approved, be implemented without the implementation of the other proposals shortly before or afterward. For additional information regarding these proposals, please refer to the Merger Agreement, the Articles and the Bylaws, each of which is included with this Notice.

Only members of record on the date hereof will be entitled to notice of and to vote at the Special Meeting, and any postponements or adjournments thereof. All members are entitled to notice of the special meeting. All members of the Corporation are entitled to attend the Special Meeting.

The Merger Agreement, the Articles and the Bylaws must be approved by more than two-thirds of all of the votes cast at the special meeting.

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## CERTIFICATE

I hereby certify that a true copy of the foregoing written notice was mailed, postage prepaid, on this 9<sup>th</sup> day of February, 2018, to each and every member of the Corporation on the date hereof to the address of such member shown in the Corporation's records.

  
\_\_\_\_\_  
Will Simonds, Chairman

Enclosures:

- The Merger Agreement and Articles of Merger
- The Amended and Restated Articles of Incorporation of the Company
- The Amended and Restated Bylaws of the Company

**ARTICLES OF MERGER**  
**merging**  
**RESTON SOCCER ASSOCIATION, INC.**  
**(a Virginia nonstock corporation)**  
**with and into**  
**THE GREAT FALLS ATHLETIC ASSOCIATION**  
**(a Virginia nonstock corporation)**

Pursuant to § 13.1-894 and § 13.1-896 of the Virginia Nonstock Corporation Act, the undersigned corporations execute the following Articles of Merger:

1. The Merger. The Agreement and Plan of Merger (the “Plan”), attached hereto as Exhibit A and made a part of these Articles of Merger, provides for the merger (the “Merger”) of Reston Soccer Association, Inc., a Virginia nonstock corporation (“Reston”) with and into The Great Falls Athletic Association, a Virginia nonstock corporation (“Great Falls”).

2. Surviving Corporation. Great Falls will be the surviving corporation of the Merger (the “Surviving Corporation”).

3. Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be amended and restated in the form attached as Exhibit A to the Plan.

4. Board Adoption.

(a) Great Falls’ Board of Directors adopted and approved the Plan by [unanimous/majority vote at a duly held meeting of its Board of Directors held on \_\_\_\_\_, 2018] OR [unanimous written consent effective as of \_\_\_\_\_, 2018].

(b) Reston’s Board of Directors adopted and approved the Plan by [unanimous/majority vote at a duly held meeting of its Board of Directors held on \_\_\_\_\_, 2018] OR [unanimous written consent effective as of \_\_\_\_\_, 2018].

5. Member Approval.

(a) The Plan was duly submitted to the Great Falls members by the Board of Directors in accordance with the provisions of Title 13.1, Chapter 10 of the Code of Virginia, and at meeting held on \_\_\_\_\_, 2018, the number of votes cast for the Plan by each voting group was sufficient for approval by that voting group.

(b) The Plan was duly submitted to the Reston members by the Board of Directors in accordance with the provisions of Title 13.1, Chapter 10 of the Code of

Virginia, and at meeting held on \_\_\_\_\_, 2018, the number of votes cast for the Plan by each voting group was sufficient for approval by that voting group.

6. Effective Time. Pursuant to the Plan, these Articles of Merger shall become effective at 11:59 p.m. on \_\_\_\_\_, 2018.

**[Next Page is Signature Page]**

IN WITNESS WHEREOF, the undersigned hereby execute these Articles of Merger as of the \_\_\_\_ day of \_\_\_\_\_, 2018.

**THE GREAT FALLS ATHLETIC ASSOCIATION**

By: \_\_\_\_\_

Name:

Title:

SCC ID No.: 0171630-7

**RESTON SOCCER ASSOCIATION, INC.**

By: \_\_\_\_\_

Name:

Title:

SCC ID No.: 0179635-8

**Exhibit A**

Plan of Merger

## **AGREEMENT AND PLAN OF MERGER**

THIS AGREEMENT AND PLAN OF MERGER (this “Agreement”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 2018 by and between The Great Falls Athletic Association, a Virginia nonstock corporation d/b/a Great Falls Soccer Club (“Great Falls”) and Reston Soccer Association, Inc., a Virginia nonstock corporation (“Reston”).

### **WITNESSETH:**

WHEREAS, the respective Boards of Directors of Great Falls and Reston deem it advisable and in the best interests of each corporation to consummate the merger of the parties to this Agreement on the terms and subject to the conditions of this Agreement;

WHEREAS, the merger of Reston with and into Great Falls shall be effected by the terms of this Agreement through a merger as outlined below (the “Merger”);

WHEREAS, in furtherance thereof, the respective Boards of Directors of Great Falls and Reston have approved the Merger, pursuant to which Reston will be merged with and into Great Falls on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Great Falls and Reston are both nonstock corporations with members having voting rights with respect to the Merger; and

WHEREAS, the requisite number of voting members of each of Great Falls and Reston have also approved the Merger in accordance with the Virginia Nonstock Corporation Act (the “Act”).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

### **ARTICLE I THE MERGER**

**1.1     The Merger.** Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the Act, Reston shall be merged with and into Great Falls at the Effective Time (as defined in Section 1.2 below). Upon consummation of the Merger, the separate corporate existence of Reston shall cease and Great Falls shall continue as the surviving corporation of the Merger (the “Surviving Corporation”).

**1.2     Effective Time.** At the closing of the Merger, the parties shall file or cause to be filed Articles of Merger (the “Articles”) in such form as is required by and executed in accordance with the relevant provisions of the Act. In the Articles to be filed with the Commonwealth of Virginia’s State Corporation Commission, the parties shall request that the Merger become effective as of 11:59 p.m. on \_\_\_\_\_, 2018 (the date and time the Merger becomes effective being the “Effective Time”).

**1.3**     Effects of the Merger. At and after the Effective Time, the Merger will have the effects set forth in the Act. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time all the property, rights, privileges, powers and franchises of Great Falls and Reston shall be vested in the Surviving Corporation, and all debts, liabilities and duties of Great Falls and Reston shall be the debts, liabilities and duties of the Surviving Corporation.

**1.4**     Articles of Incorporation. The Articles of Incorporation of the Surviving Corporation shall be amended and restated in the form attached hereto as Exhibit A, which shall be the Articles of Incorporation of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

**1.5**     Bylaws. The Bylaws of the Surviving Corporation shall be amended and restated in the form attached hereto as Exhibit B, which shall be the Bylaws of the Surviving Corporation until thereafter changed or amended as provided therein or by applicable law.

## **ARTICLE II TERMS AND CONDITIONS**

**2.1**     Board Approval. The Merger and this Agreement have been approved by the Boards of Directors of each of Great Falls and Reston.

**2.2**     Member Approval.

(a)     The form of this Agreement was duly submitted to the Great Falls members by Great Falls' Board of Directors in accordance with the provisions of Title 13.1, Chapter 10 of the Code of Virginia, and at meeting held on \_\_\_\_\_, 2018, the number of votes cast for this Agreement and the Merger by each Great Falls voting group was sufficient for approval by that voting group.

(b)     The form of this Agreement was duly submitted to the Reston members by Reston's Board of Directors in accordance with the provisions of Title 13.1, Chapter 10 of the Code of Virginia, and at meeting held on \_\_\_\_\_, 2018, the number of votes cast for this Agreement and the Merger by each Reston voting group was sufficient for approval by that voting group.

**2.3**     Merger Consideration. There shall be no consideration paid to either party as a result of the Merger.

**2.4**     Further Assurances. At and after the Effective Time, the officers and directors of the Surviving Corporation will be authorized to execute and deliver, in the name and on behalf of Great Falls and/or Reston, any deeds, bills of sale, assignments or assurances and to take and do, in the name and on behalf of Great Falls and/or Reston, any other actions and things to vest, perfect or confirm of record or otherwise in the Surviving Corporation any and all right, title and interest in, to and under any of the



rights, properties or assets acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the Merger.

**2.5** Conduct of Business of the Parties Pending the Merger. Each party covenants and agrees that, during the period from the date hereof to the Effective Time and except as otherwise agreed to in writing by all of the parties or as expressly contemplated by this Agreement, the operation of the business of each party shall be conducted only in, and each party shall not take any action except in, the ordinary course of business and in a manner consistent with past practice and in compliance with applicable laws; and each party, except as expressly contemplated by this Agreement, shall use its commercially reasonable efforts to preserve substantially intact its business organization, to keep available the services of the present officers, employees and consultants and to preserve its present relationships with such of the donors, suppliers, licensors, licensees, lessors or distributors with which any party has significant business relations.

**2.6** Reasonable Best Efforts. Subject to the terms and conditions of this Agreement, each party will use its reasonable best efforts to prepare and file as promptly as practicable all documentation to effect all necessary applications, notices, petitions, filings, and other documents and to obtain as promptly as practicable all consents, waivers, licenses, orders, registrations, approvals, permits, and authorizations necessary or advisable to be obtained from any third party and/or any governmental authority in order to consummate the Merger or any of the other transactions contemplated by this Agreement. Upon the terms and subject to the conditions hereof, each party will use its commercially reasonable efforts to take, or cause to be taken, all actions, to do, or cause to be done, all things reasonably necessary to consummate the transactions contemplated hereby.

**2.7** Amendment and Abandonment. Subject to the provisions of the Act, this Agreement and Plan of Merger may be terminated and the Merger abandoned prior to the Effective Time by the Board of Directors of either Great Falls or Reston.

**2.8** Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to its choice of law provisions.

**[Next Page is Signature Page]**

IN WITNESS WHEREOF, the parties have caused this Agreement and Plan of Merger to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

**THE GREAT FALLS ATHLETIC ASSOCIATION**

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

**RESTON SOCCER ASSOCIATION, INC.**

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

## **EXHIBIT A**

### Surviving Corporation's Articles of Incorporation

**GREAT FALLS-RESTON SOCCER CLUB  
AMENDED AND RESTATED ARTICLES OF INCORPORATION**

**Article I: Name**

The name of the corporation is Great Falls-Reston Soccer Club (hereinafter referred to as the “Corporation”), a Virginia nonstock corporation.

**Article II: Purpose and Powers**

The Corporation is organized and shall be operated exclusively for charitable, religious, educational, and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code. Without limiting or expanding the foregoing, the purpose of the Corporation is to provide a wholesome, well-organized medium to teach soccer skills, teamwork, and good sportsmanship and contribute to the general health and social well-being of all participants; provided, however, that such purpose shall not limit the ability of the Corporation to carry out any other charitable, religious, educational, and scientific purposes within the meaning of section 501(c)(3) of the Internal Revenue Code.

**Article III: Limitations**

At all times, the following shall operate as conditions restricting the operations and activities of the Corporation:

1. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers, or other private persons, except that the Corporation shall be 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 II hereof.

2. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

**Article IV: Members and Directors**

The Corporation shall have one or more classes of members with such designations, qualifications and rights as set forth in the Corporation’s bylaws (“Bylaws”). The members shall not have voting rights except as set forth in the Bylaws. The business and affairs of the Corporation shall be managed by the Board of Directors. The number and qualifications for directors of the Corporation shall be fixed in the Bylaws.

At the first annual meeting of the Board of Directors held after March 31, 2018, the number of directors, except for the Executive Director, shall be divided into three (3) staggered classes of directors with each group containing one-third of the total, as nearly equal in number as possible. The terms of the directors in the first group shall expire at the first annual meeting of the Board of Directors after their appointment, the terms of the directors in the second group shall expire at the second annual meeting of the Board of Directors after their appointment, and the terms of the

directors in the third group shall expire at the third annual meeting of the Board of Directors after their appointment. Thereafter, at each annual meeting of the Board of Directors, one group of directors shall be elected by the Board of Directors for a term of three years, to succeed those whose terms expire. No individual shall be elected as a director without his or her prior consent.

#### **Article V: Initial Directors**

The number of directors constituting the initial Board of Directors is eight (8). The name and address of each initial director is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Richard Shelton	1327 Vintage Place Reston, Virginia 20194
Ashi Chaturvedula	204 Falcon Ridge Road Great Falls, Virginia 22066
Mark West	1125 Walker Road Great Falls, Virginia 22066
Frederick Rothmeijer	907 Falls Manors Court Great Falls, Virginia 22066
Miguel Jansen	10810 Winter Corn Lane Reston, Virginia 20191
Ramon Pardo	1636 Chimney House Rd Reston, Virginia 20190
Hillary Winstanley	11408 Links Drive Reston, Virginia 20190
William Simonds	10300 Georgetown Pike Great Falls, Virginia 22066

#### **Article VI: Registered Office and Registered Agent**

The name of the Corporation's registered agent is Ashi Chaturvedula.

The Corporation's initial registered office address is 204 Falcon Ridge Road, Great Falls, Virginia 22066. The registered office is physically located in the County of Fairfax.

#### **Article VII: Actions Without a Meeting by the Board and Members**

Action required or permitted to be taken by the Board of Directors may be taken without a meeting by fewer than all of the directors if consistent with the provisions of the Act. Further actions required or permitted to be taken by the members may be taken without a meeting and

without prior notice by votes of no fewer members than would be necessary to authorize such action if consistent with the provisions of the Act.

### **Article VIII: Dissolution**

Upon the dissolution of the Corporation, and after all of its liabilities and obligations have been paid, satisfied, and discharged, or adequate provisions made therefor, all of the Corporation's remaining assets shall be distributed to one or more organizations, selected by the Board of Directors of the Corporation in its sole discretion, that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes within the meaning of section 501(c) and 170(c)(2)(B) of the Internal Revenue Code or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

### **Article IX: Limit on Liability and Indemnification**

To the fullest extent allowable under applicable law, no officer or director of the Corporation shall be personally liable for the debts or obligations of the Corporation of any nature whatsoever, nor shall any of the property or assets of the officers or directors be subject to the payment of the debts or obligations of the Corporation.

To the fullest extent allowable under applicable law, the Corporation shall, without the requirement of any additional authorization by the Board of Directors, indemnify and advance expenses to any directors, officers, incorporators and employees ("Indemnified Party") of the Corporation for any liability arising out of or relating to the duties of the Indemnified Party to the Corporation and the affairs of the Corporation. Further, the Corporation shall not (i) at any time that the Corporation has or is seeking such status, make any payment that would adversely affect the Corporation's status as an organization described under Section 501(c)(3) of the Code or (ii) make any payment that would be treated as an excess benefit transaction under Section 4958 of the Code.

Neither any amendment nor repeal of this Article IX, nor the adoption of any provision of the Corporation's Articles of Incorporation inconsistent with this Article IX, shall eliminate or reduce the effect of this Article IX in respect of any matter occurring, or any action or proceeding accruing or arising or that, but for this Article IX, would accrue or arise, prior to such amendment, repeal, or adoption of an inconsistent provision.

### **Article X: Internal Revenue Code**

Each reference in these Articles of Incorporation to a section of the Internal Revenue Code means such section of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent federal tax law.

**EXHIBIT B**

Surviving Corporation's Bylaws

**AMENDED AND RESTATED  
BYLAWS  
OF  
GREAT FALLS-RESTON SOCCER CLUB**

WHEREAS, on \_\_\_\_\_, 2018, Reston Soccer Association, Inc., a Virginia nonstock corporation (“RSA”) merged into Great Falls Athletic Association, a Virginia nonstock corporation (“GFAA”) pursuant to that certain Plan of Merger duly adopted by RSA and GFAA on \_\_\_\_\_, 2018 and the Articles of Merger filed with the State Corporation Commission on \_\_\_\_\_, 2018, creating the Great Falls-Reston Soccer Club (“GFR”); and

WHEREAS, pursuant to the merger, the provisions of the articles of incorporation of GFAA were amended and restated, including the change of the name of the corporation to Great Falls-Reston Soccer Club (“Articles”); and

WHEREAS, the board of directors of GFR wishes to adopt these Bylaws as the bylaws of GFR.

**ARTICLE I  
NAME AND PURPOSES**

**Section 1.01 Name.** The name of the corporation is the Great Falls-Reston Soccer Club.

**Section 1.02 Purpose.** GFR is an organization created to provide a wholesome, well-organized medium to teach soccer skills, teamwork, and good sportsmanship as well as contribute to the general health and social well-being of all participants. GFR:

(i) is not organized for profit and operates for the establishment and supervision of a program of soccer education, training, and competition of and by the soccer enthusiasts in the Great Falls and Reston areas of Fairfax County, Virginia within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code (the “Code”);

(ii) will not use its net earnings nor any part thereof to the benefit of any private shareholder or individual; and

(iii) may engage in advocacy and action, but its primary purpose does not include engaging in political activities.

Notwithstanding any other provision of these Bylaws, GFR will not engage in activities not permitted by a corporation exempt from federal income tax under Section 501(c)(3) of the Code. GFR will not, except to an insubstantial degree, engage in activities or exercise powers that are not in furtherance of the mission of GFR.



## **ARTICLE II**

### **DIRECTORS**

**Section 2.01 General Powers.** The management and control of the affairs of GFR will be vested in GFR's Board of Directors ("Board").

#### **Section 2.02 Compensation.**

(a) **Compensation for Board Services.** The Directors (as defined below) will receive no compensation, except for the Executive Director (as defined below). The Directors may be reimbursed for reasonable out-of-pocket expenses as determined by the Board.

(b) **Compensation for Professional Services by Directors.** A Director may provide professional services to GFR only if:

- (i) The material facts of the transaction and the Director's interest were disclosed or known to the Board and the Board authorized, approved or ratified the transaction;
- (ii) The material facts of the transaction and the Director's interest were disclosed to the Members (as defined below) entitled to vote, if applicable, and they authorized, approved or ratified the transaction; or
- (iii) The transaction was fair to GFR.

**Section 2.03 Number and Qualifications.** The Board will consist of at least seven (7) directors (each a "Director").

Initially, the Board will be comprised of eight (8) Directors. The initial Directors will be comprised of four (4) Directors appointed by GFAA, three (3) Directors appointed by RSA, and the initial Executive Director of GFR, Richard Shelton.

#### **Section 2.04 Nomination, Election, and Term of Office.**

(a) **Nomination and Election.** The Board may establish a Nomination Committee, to be formed under Article IV, to handle the nomination and vetting of individuals to serve as Directors. In addition, any existing Member may nominate a candidate to be considered by the Directors. Directors will be elected by a majority vote of the Directors at the annual meeting of the Directors or as otherwise provided herein.

**Section 2.05 Term.** A Director's term shall commence immediately upon the Director's election at an annual or special meeting, and shall continue for the term period. The Director's term shall terminate upon the election of the Director's successor at the subsequent annual meeting during which the term expires. The initial Directors will be divided into three (3) classes, exclusive of the Executive Director, as nearly equal in number as possible, with respect to the terms for which they will severally hold office. Directors of the first class first chosen will hold office for one (1) year or until the first annual election following their election; Directors of

the second class first chosen will hold office for two (2) years or until the second annual election following their election; and Directors of the third class first chosen will hold office for three (3) years or until the third annual election following their election; and, in each case, until their successors will be duly elected and will qualify. At each future annual meeting of the Directors, the successors to the class of Directors whose terms will expire at that time will be elected to hold office for a term of three (3) years, so that the term of office of one class of Directors will expire in each year, except where, pursuant to the terms of these Bylaws, the Directors elect not to replace a vacating Director and to reduce the total number of Directors on the Board. Each Director elected will hold office until his successor will be elected and will qualify.

Any one (1) Director may serve up to four (4) terms as a Director, except the Executive Director may serve for as many terms as he is employed by GFR.

**Section 2.06 Removal of Director.** A Director may be removed by a vote of a majority of the remaining Directors:

(a) if the Director is absent and unexcused from three (3) or more meetings of the Board in a twelve (12) month period; or

(b) for cause or no cause, if before any meeting of the Board at which a vote on removal will be made, and the notice of the meeting must state that the purpose, or one of the purposes, of the meeting is the removal of the Director and the Director in question is given the opportunity to be heard at such meeting.

**Section 2.07 Resignation of Director.** A Director may resign at any time by delivering written notice to the Board or the Executive Director of GFR. Such resignation will take effect when the notice is delivered unless the notice specifies a later effective date. Notwithstanding the foregoing, the Executive Director may only resign in accordance with the terms of his or her employment agreement with GFR.

**Section 2.08 Newly Created Directorships and Vacancies.** Newly created directorship positions resulting from an increase in the number of Directors may be filled by a majority vote of the Directors. Other vacancies, including where a Director resigns or is removed, may be filled by a majority vote of the Directors. Such candidates may be nominated by the Members by sending notice to the House Secretary at least two (2) weeks in advance of the Board meeting or by a then serving Director. A Director elected to fill a vacancy will hold office until the next annual meeting of the Directors and until his or her successor is elected and qualified.

**Section 2.09 Quorum of Directors.** Unless a greater proportion is required by law, the Articles or these Bylaws, a majority of the number of Directors in office immediately before a meeting begins will constitute a quorum for the transaction of business. A quorum once attained will continue until adjournment despite the voluntary withdrawal of enough Directors to leave less than a quorum.

## **Section 2.10 Voting.**

(a) **Requisite Vote.** Except as otherwise provided by law, the Articles or these Bylaws, the vote of a majority of the Directors at a duly convened meeting where quorum is established will be the act of the Board.

(b) **Interested Director.** An interested Director may count for quorum purposes but not for voting purposes.

(c) **Deadlock.** If there is deadlock among the Directors, the Executive Director of GFR shall cast the deciding vote to break the deadlock, except where the Executive Director is an interested Director, in which case the Treasurer (as defined below) shall break the deadlock.

## **Section 2.11 Meetings of the Board.**

(a) **Annual Meeting.** An annual meeting of the Board will be held each year at such time and place as will be fixed by the Board for the election of officers and for the transaction of such other business as may properly come before the meeting.

(b) **Regular Meetings.** Regular meetings of the Board will be held at least quarterly at such times as may be fixed by the Board.

(c) **Special Meetings.** Special meetings of the Board may be held at any time and place and for any purpose when called by the Executive Director, or by at least one-third (1/3) of the Directors, provided that notice of such special meetings is provided in accordance with Section 2.12.

## **Section 2.12 Notice.**

(a) **Notice Requirements.** Notice need not be given for regular planned meetings of the Board. Notice of a special meeting of the Board will be given to each Director as is prescribed by resolution of the Board. Notice of a special meeting must also include the purpose(s) for which the meeting is called. Unless otherwise stated in these Bylaws, notice of all other meetings will be given to the appropriate Directors and committee members not less than three (3) days but not more than ninety (90) days prior to the date of the meeting, by or at the direction of the Executive Director or committee chair calling the meeting. Notice for all meetings concerning the removal of an officer, amendment to these Bylaws, amendment of the Articles or dissolution of GFR, will be given to the appropriate Directors or committee members not less than ten (10) days but not more than sixty (60) days prior to the date of the meeting, by or at the direction of the Executive Director or committee chair calling the meeting. Any notice required under the provisions of these Bylaws or as otherwise required by law will be given in accordance with methods authorized by Chapter 10 Title 13.1 of the Code of Virginia, as now enacted or hereafter amended (the "Act"), including by electronic mail in accordance with § 13.1-810 of the Act. If mailed, such notice will be deemed delivered one (1) business day after deposited in the United States mail addressed as it appears in the records of GFR, with postage

thereon prepaid. If emailed, such notice will be deemed delivered as set forth in § 13.1-842 of the Act.

**(b) Waiver of Notice.** A Director may waive any notice required by law, the Articles, or these Bylaws before or after the date and time stated in the notice, and such waiver shall be equivalent to the giving of such notice. Except as provided in the next paragraph of this section, the waiver shall be in writing, signed by the Director entitled to the notice, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to the Director of the meeting unless the Director at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

**(c) Observers.** Notice of all meetings also will be provided to a Member designated on behalf of the Reston community (the "Reston Observer") and to a Member designated on behalf of the Great Falls community (the "Great Falls Observer," and together with the Reston Observer, the "Observers"), who each may be nominated by the Members and appointed by a majority of the Directors, and who may (whether personally or through a representative) observe meetings of the Board of Directors. The Reston Observer shall live in Reston and the Great Falls Observer shall live in Great Falls. The Observers shall be appointed by the Board to serve for a term of one year. The Board may permit any other Members to observe any meeting of the Board in its discretion.

**Section 2.13 Action Without a Meeting.** Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting by written action of the requisite number of Directors required for such action pursuant to § 13.1-865 of the Act. Such action may also be consented to be email or other electronic means permitted under the Act. Such action will be evidenced by one or more written consents stating the action taken and filed in the minutes or other relevant corporate records.

**Section 2.14 Remote Participation.** Any Directors may participate in a meeting using conference telephone or other electronic means where all persons participating in the meeting may simultaneously hear and communicate with each other during the meeting. A director participating in a meeting by such means is deemed to be present in person at the meeting.

## **ARTICLE III**

### **MEMBERS**

**Section 3.05 Membership.** Any one (1) parent or legal guardian of a qualified participant member, who is registered to play soccer with GFR, and/or any volunteer head coach serving GFR, shall be considered a member of and, to the extent authorized by the Board, be entitled to one (1) vote in the organization for one (1) year from the date of last registration of the participant or one (1) year from the date of the end of the last game coached, respectively (each, a "Member"). No one shall be denied participation because of inability to pay the registration fee.

**Section 3.06 Term.** The term of a Member is effective for the age-group year (August 1 to July 31) for which the participant is registering or the volunteer head coach is serving. However, if a participant registers or a coach volunteers after the age-group year begins, the membership is effective beginning on the date of the registration through the end of the age-group year.

**Section 3.07 Membership Voting and Proxy.** Members will only be entitled to vote on matters brought before them specifically by the Board in its discretion. Each Member will have one (1) vote. No proxy votes may be cast. All issues to be voted on will be decided by a majority of quorum unless otherwise required by the Act, the Articles or these Bylaws.

**Section 3.08 Quorum.** The presence of at least twenty-five (25) Members at a meeting will constitute a quorum for the transaction of business.

**Section 3.09 Annual Meeting of Members.** The annual meeting of the Members will be held on such date, and at such time and place as may be designated by resolution of the Board. In the absence of such resolution, the Board will hold the annual meetings in May at GFR's primary place of business at such date and time as determined by the Board.

**Section 3.10 Special Meeting of Members.** Special meetings of the Members may be called by the Executive Director, or by action of the Board or a written petition of at least one-third (1/3) of the Members.

**Section 3.11 Notice of Meetings to Members.** After fixing a record date for a membership meeting, GFR will prepare an alphabetical list of the names of all Members who are entitled to notice of the meeting. Notice containing date, time and place must be given to Members. Notice of a special meeting must also include the purpose(s) for which the meeting is called. Notice must be provided to Members no less than ten (10) nor more than sixty (60) days before the meeting date, *provided, however*, that notice of a Members' meeting called for the purpose of acting on an amendment of the articles of incorporation, a plan of merger, domestication, a proposed sale of assets or the dissolution of the corporation will be given not less than twenty-five (25) nor more than sixty (60) days before the meeting date. Any notice required under the provisions of these Bylaws or as otherwise required by law will be given in accordance with methods authorized by the Act, including via email if consented to by the Member. If mailed, such notice will be deemed delivered one (1) business day after deposited in the United States mail addressed to the Member at his or her address appearing in the records of GFR, with postage thereon prepaid. If emailed, such notice will be deemed delivered as set forth in § 13.1-842 of the Act.

**Section 3.12 Waiver of Notice.** A Member may waive any required notice by a signed written waiver before or after the date of a meeting that is the subject of such notice. Such written waiver must be delivered to the House Secretary for inclusion in the minutes or filing with the corporate records. Notwithstanding the foregoing, a Member's attendance at a meeting

(1) waives objection to lack of notice or defective notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting, and (2) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

## **ARTICLE IV COMMITTEES**

**Section 4.01 Board Committees.** A majority of the Board may create one or more committees of Directors (“Board Committees”) and appoint two (2) or more Directors to serve on them at the Board’s discretion. The Executive Director will appoint Board Committee chairs.

**Section 4.02 Committee Rules.** These Bylaws, the Articles, the Act, and other applicable laws will govern Board Committee meetings and actions.

**Section 4.03 Standing Committees.** The Board may create one or more standing committees composed of Members.

**Section 4.04 Authority of Committees.** To the extent specified by the Board, each Board Committee may exercise the authority of the Board, except that a Board Committee may not (i) fill vacancies on the Board or on any of the Board Committees; (ii) amend the Articles of Incorporation; (iii) adopt, amend, or repeal these Bylaws; (iv) approve a plan of merger or consolidation; (v) approve the sale, lease, or exchange, or the mortgage, pledge, or other disposition of all, or substantially all, of the property and assets of the GFR; or (vi) approve revocation of voluntary dissolution proceedings.

## **ARTICLE V OFFICERS**

**Section 5.01 Officers.** The Board will elect out of the then-serving Directors an Executive Director, a Treasurer, a Travel Secretary, a House Secretary, a Field Secretary, a Fundraising Secretary and such other officers as determined by the Board. Such officer elections shall occur each year at the Annual Board of Directors meeting. An individual Director may simultaneously hold more than one office. An officer appointed by the Board may appoint one or more assistant officers.

**Section 5.02 Appointment, Removal and Term of Office.** Each officer will hold office for one (1) year and until his or her successor has been appointed and qualified, except the Executive Director’s term shall be pursuant to his or her then applicable employment agreement with GFR. Any officer or assistant officer other than the Executive Director may be removed by the Board at any time with or without cause, and any assistant officer may be removed by

appointing officer at any time with or without cause. The Executive Director may only be removed in accordance with the terms of his or her employment agreement with GFR. Election or appointment of an officer does not of itself create any contract rights for the officer or GFR.

**Section 5.03 Resignation.** An officer may resign at any time by delivering written notice to the Board. Unless the written notice specifies a later effective date, the resignation will be effective when the notice is delivered to the Board.

**Section 5.04 Executive Director.** The Executive Director will oversee all day-to day operations of GFR, and will be the principal executive of GFR responsible for carrying out the directions and resolutions of the Board. The Executive Director will, in general, perform all duties incident to the office of chief executive officer and such other duties as may be assigned by the Board from time to time. The Executive Director will preside over Board meetings, report on the progress of GFR, answer questions of the Board and carry out the duties described in the job descriptions. The Executive Director, if authorized by the Board, may sign with the applicable Secretary, Treasurer or any other proper officer authorized by the Board any deeds, mortgages, bonds, contracts or other instruments (including acceptances of donations, conveyances or contributions), except in cases where the signing and executing thereof is expressly delegated by these Bylaws to some other officer or agent of GFR, or is required by law to be otherwise signed and executed.

**Section 5.05 Travel Secretary.** The Travel Secretary will be responsible for overseeing travel leagues and coordinating with other Directors and various league representatives to facilitate travel activities.

**Section 5.06 House Secretary.** The House Secretary will be responsible for coordinating all House/Recreational activities, and will oversee the SFL leagues and coordinate with various league representatives. The House Secretary shall also have responsibility for preparing and maintaining custody of minutes of the Directors' and Members' meetings and for authenticating records of GFR.

**Section 5.07 Fields Secretary.** The Fields Secretary will be responsible for acting as liaison between GFR and the Fairfax County Recreational Authority, Reston Association, and any other County boards or departments with jurisdiction over soccer and other sports, and/or athletic fields.

**Section 5.08 Fundraising Secretary.** The Fundraising Secretary will be responsible for coordinating fundraising activities to help subsidize club expenses such as scholarships, field improvement, coaching education, and other expenses.

**Section 5.09 Treasurer.** The Treasurer will have the custody of, and be responsible for, all funds of GFR. He or she will keep or cause to be kept complete and accurate accounts of receipts and disbursements of GFR, and will be privy to deposit information of all monies and other valuable property of GFR in the name and to the credit of GFR in such banks or depositories as the Board may designate. Whenever required by the Board, the treasurer will render a statement of accounts. He or she will, at all reasonable times, exhibit the books and

accounts to any officer or Director of GFR, and will perform all duties incident to the office of treasurer, subject to the supervision of the Board, and such other duties as will from time to time be assigned by the Board.

**Section 5.10 Compensation of Officers, Agents and Employees.** GFR may pay compensation to officers, agents or employees for services rendered as determined by the Board, *provided*, that such compensation (i) is reasonable as compared to similarly situated taxable or tax-exempt organizations for similar services, (ii) is negotiated at arm's length, (iii) costs no more than fair market value of such services, and (iv) is reviewed and approved in advance by the Board in accordance with GFR's conflict of interest policy and applicable state and federal law.

## **ARTICLE VI**

### **ADMINISTRATION**

**Section 6.01 Fiscal Year.** The fiscal year will be from January 1 to December 31 or such other period as determined by the Board.

**Section 6.02 Loans.** GFR will not make any loans to any Director, officer or employee of GFR.

**Section 6.03 Checks and Drafts.** All checks, drafts, other orders for the payment of money or other evidence of indebtedness issued on behalf of GFR will be signed by such officer or agent of GFR in such a manner as determined by the Board.

**Section 6.04 Execution of Instruments.** The Board, except as otherwise provided by these Bylaws, may by resolution authorize any officer or agent of GFR to enter into any contract or execute and deliver any instrument in the name of and on behalf of GFR, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee will have any power or authority to bind GFR by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

## **ARTICLE VII**

### **CORPORATE RECORDS, REPORTS AND SEAL**

**Section 7.01 Maintenance of Corporate Records.** GFR will keep at its principal office:

(a) minutes of all meetings of Members, Directors and Board Committees, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings of the meeting;



(b) adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses; and

(c) a copy of the Articles and these Bylaws as amended to date, which will be open to inspection at all reasonable times during office hours.

**Section 7.02 Corporate Seal.** GFR may develop and use a corporate seal.

**Section 7.03 Inspection Rights.** In addition to statutory rights, a Member or Director may at any reasonable time inspect the books, records and documents of every kind and inspect the physical properties of GFR. Any inspection under this Section 7.03 may be made in person or by agent or attorney and the right to inspection will include the right to copy and make extracts.

**Section 7.04 Periodic Report.** The Board will cause any annual or periodic report required under law to be prepared and delivered within the time limits set by law.

## **ARTICLE VIII**

### **MISCELLANEOUS**

**Section 8.01 Conflict of Interest.** GFR will adopt a conflict of interest policy. GFR will not enter into any transaction or arrangement that might benefit the private interest of any officer or Director of GFR or that violates the conflict of interest policy, or that violates any other applicable state or federal laws governing conflict of interest application to nonprofit and charitable organizations.

**Section 8.02 Insurance.** The Board may purchase and maintain insurance on behalf of any Director, officer, employee, volunteer or agent of GFR against any liability asserted against or incurred by him which arises out of such person's status in such capacity or who is or was serving at the request of GFR as a Director, officer, employee, volunteer or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or otherwise, or out of acts taken in such capacity, whether or not GFR would have the power to indemnify the person against that liability under law.

**Section 8.03 Amendment.** These Bylaws may be adopted, amended or repealed in whole or in part by a majority of the Directors.

**Section 8.04 Construction and Severability.** If there is any conflict between the provisions of these Bylaws and the Articles, the provisions of the Articles will govern. Should any of the provisions or portions of these Bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these Bylaws will be unaffected by such holding.

**CERTIFICATE BY SECRETARY OF ADOPTION BY DIRECTORS**

The undersigned hereby certifies that the undersigned is the duly elected, qualified and acting House Secretary of the Great Falls-Reston Soccer Club, a Virginia nonstock corporation, and that the foregoing Bylaws were duly adopted as the Bylaws of GFR by its Directors.

Executed on \_\_\_\_\_, 2018.

By: \_\_\_\_\_  
[House Secretary Name]