

AMENDED AND RESTATED BYLAWS

OF

DALLAS SAFARI CLUB

ARTICLE ONE

NAME, PURPOSES, AND OFFICES

Section 1.1 Name. The name of this corporation is Dallas Safari Club (“DSC”), a Texas nonprofit corporation.

Section 1.2 Purpose. The primary purpose is to promote conservation of wildlife and habitat worldwide to benefit all who enjoy the outdoors by means of the following:

- A. To promote good fellowship among those who love the outdoors and engage in hunting and fishing and other outdoor activities.
- B. To encourage and promote the development, propagation, conservation and well-being of wildlife through such means as selective trophy hunting; and to train, educate, and otherwise cultivate skilled personnel (not limited to Members (as defined in Section 2.1) in the science and culture of such development, propagation, conservation and well-being of wildlife, as well as in wildlife management and conservation in general.
- C. To help conservation efforts by supporting worthwhile projects, both orally and financially, where possible.
- D. To educate young people in the safe and proper use of firearms and to interest them in conservation of the habitat and wildlife which are our natural heritage.
- E. To share the latest hunting experiences and information of Members so that other Members may benefit therefrom.
- F. To operate the corporation as a non-profit organization organized for the enjoyment of its Members, and to assist in helping to conserve the animals which we hunt today for the benefit of those who will enjoy the sport in the future.
- G. To preserve the right of the hunter and fisherman to harvest wildlife under proper game laws and to conserve such wildlife for those who will hunt and fish in the future.
- H. To educate the public as to the traditional and historic role of the sportsman in the successful conservation of our wildlife resources.

Section 1.3 Offices. DSC may have, in addition to its registered office, offices at such places, both within and without the State of Texas, as the Board (as defined in Section 3.1) may from time to time determine or as the activities of DSC may require.

ARTICLE TWO

MEMBERS

Section 2.1 Classes of Members. DSC must have “members” (each a “*Member*”) as that term is used in Chapter 22 of the Texas Business Organizations Code (“TBOC”) as it may hereafter be amended, restated, or codified. The Members must exercise such rights and perform such duties as may be provided by law, the Restated Certificate of Formation of DSC as the same may be amended or restated from time to time (the “*Certificate of Formation*”) or these Amended and Restated Bylaws (as the same may be amended from time to time (the “*Bylaws*”). DSC shall have multiple classes of Members as designated by these Bylaws from time to time. Currently, there are ten (10) classes of Members: Sponsor, Sponsor Spouse, Corporate, Professional, Youth, Honorary, Life Sponsor, Life Sponsor Spouse, Legacy, and Trailhead.

Section 2.1.1 Sponsor Members. Any person of good moral character dedicated to the purposes set forth in Article One hereof, who submits an application on the form prescribed by the Board and who pays such fees and dues as are prescribed by the Board, shall become a Sponsor Member upon approval by the Board. A Sponsor Member shall be a voting Member and shall be entitled to one vote.

Section 2.1.2 Sponsor Spouse Members. Any person of good moral character dedicated to the purposes set forth in Article One hereof, who submits an application on the form prescribed by the Board and who pays such fees and dues as are prescribed by the Board, and be the spouse of a Sponsor Member in good standing, shall become a Sponsor Spouse Member upon approval by the Board. A Sponsor Spouse Member shall be a voting Member and shall be entitled to one vote.

Section 2.1.3 Corporate Members. Any organization dedicated to the purposes set forth in Article One hereof, who submits an application on the form prescribed by the Board and who pays such fees and dues as are prescribed by the Board, shall become a Corporate Member upon approval by the Board. A Corporate Member shall be a voting Member and shall be entitled to designate five (5) members of such organization as Corporate members of DSC, each of which shall be entitled to one vote.

Section 2.1.4 Reserve

Section 2.1.5 Professional Member. Any person of good moral character dedicated to the purposes set forth in Article One hereof, and who is engaged in the hunting, fishing, outfitting or guiding business as their primary source of livelihood, who submits an application on the form prescribed by the Board, and who pays such fees and dues as are prescribed by the Board, shall become a Professional Member upon approval by the Board. A Professional Member is a non-voting Member.

Section 2.1.6 Youth Members. Any person eighteen (18) years of age or less or who is a full-time student, of good moral character dedicated to the purposes set forth in Article One hereof, who submits an application on the form prescribed by the Board, and who pays such fees and dues as are prescribed by the Board, shall become a Youth member upon approval by the Board. A Youth member is a non-voting Member. Upon attaining age nineteen (19) a Youth Member must apply for another class of membership on the next anniversary of his or her membership.

Section 2.1.7 Honorary Members. The Board shall identify persons who are friends of the DSC or otherwise deserving of special recognition and elect such persons as Honorary Members. An Honorary membership shall continue from year to year unless the Board votes to terminate said membership. Honorary Members shall be listed in the DSC's membership directory, shall receive the DSC's publications, but shall pay no dues and shall not be entitled to vote.

Section 2.1.8 Life Sponsor. Any person of good moral character dedicated to the purposes set forth in Article One hereof, who submits an application on the form prescribed by the Board and who pays such fees and dues as are prescribed by the Board, shall become a Life Sponsor Member upon approval by the Board. A Life Sponsor Member shall be a voting Member and shall be entitled to one vote.

Section 2.1.9 Life Sponsor Spouse. Any person of good moral character dedicated to the purposes set forth in Article One hereof, who submits an application on the form prescribed by the Board and who pays such fees and dues as are prescribed by the Board, and is the spouse of a Life Sponsor Member in good standing, shall become a Life Sponsor Spouse Member upon approval by the Board. A Life Sponsor Spouse Member shall be a voting Member and shall be entitled to one vote.

Section 2.1.10 Legacy Member. Any person of good moral character dedicated to the purposes set forth in Article One hereof, who is an existing Life Member and submits an application on the form prescribed by the Board and who pays such fees and dues as are prescribed by the Board, shall become a Legacy Member upon approval by the Board. If the individual is not an existing Life Member, the Legacy Membership can be purchased concurrently with a Life Membership to obtain Legacy status upon approval by the Board. A Legacy Member shall be a voting Member and shall be entitled to one vote.

Section 2.1.11 Trailhead Member. Any person of good moral character dedicated to the purposes set forth in Article One hereof, who submits an application on the form prescribed by the Board and who pays such fees and dues as are prescribed by the Board, shall become a Trailhead Member upon approval by the Board. A Trailhead Member is a non-voting member.

Section 2.2 Initiation Fees, Dues, Special Assessments and Member Privileges. Initiation fees, dues, special assessments and Member privileges must be established by the Board. Any Member who fails or refuses to pay any initiation fees, dues or special assessments due and owing may be terminated upon a majority vote of the Board without notice to said Member. Upon termination, all such Member's rights and privileges will cease.

Section 2.3 Termination for Cause. A Member may have his or her or its membership terminated by a two-thirds (2/3) vote of the number of Members of the Board then serving at any special meeting of the Board called for that purpose for individual acts of conduct that:

- A. Substantially violates the purposes of DSC as provided in Section 1.2 hereof or,
- B. Is prejudicial to the membership for the purposes set forth in Section 1.2 hereof or,
- C. Is unbecoming of a Member, and detrimental to DSC's interest or,
- D. Violates the ethics guidelines upon determination by the Ethics Committee empowered under Article Five of these Bylaws or such ethics guidelines and codes of conduct as having been approved by the Board.

A Member whose membership is being considered for termination for cause must be sent written notice stating the date, time, and location of the meeting called to consider the possible removal and providing the allegations made against him/her/it with reasonable specificity. A Member whose membership is being considered for termination must be given the opportunity to state his/her/its position at the special meeting, and the opportunity to produce witnesses, if any, to be heard at the special meeting. The vote of the Board will be final and binding on all parties. Upon termination, all such Member's rights and privileges as a Member must cease, and no refund of dues or other money will be made. All money due and owing DSC will become due immediately.

Section 2.4 Resignation, Death and Transferability. In the event of termination, resignation or death of any Member, no dues will be returned. Memberships are not transferable.

Section 2.5 Annual Meetings. An annual meeting of the voting Members ("*Annual Meeting*") will be held each year during the month of March or at such other time as may be determined by the Board. The order of business of each Annual Meeting of the voting Members will include: (i) a complete report by the Treasurer; (ii) a review by the President of the year's activities; (iii) such old and new business as may properly come before the meeting; and (iv) the election of Directors (as defined in Section 2.6). The Board will adopt a resolution fixing the day on which, and the time and place at which, all such Annual Meetings will be held until changed by further action of the Board. Unless otherwise provided by Law or the Certificate of Formation or these Bylaws, no notice will be required for any Annual Meeting of the voting Members held in accordance with such resolution; but if the day, time or place for a particular Annual Meeting is changed, written notice must be given to all voting Members not less than ten (10) nor more than fifty (50) days prior to the date of such meeting. Unless otherwise required by law or the Certificate of Formation or these Bylaws, a notice of any Annual Meeting must specify the matters to be considered at each meeting.

Section 2.5.1 Nominating Committee. The nominating committee (the "*Nominating Committee*") will consist of the Immediate Past President (as "Chairperson"), the President, President-Elect, and four other voting Members as selected and appointed by the Directors. If the Immediate Past President is unable or unwilling to serve as Chairperson, the Chairperson shall be selected by a majority vote of the Board. At least two (2) of the four (4) Director appointed voting Members of the Nominating Committee must not be members of

the Board. The Nominating Committee must submit a slate of Director nominees to the Board containing not less than five (5) Director nominees to replace the Directors whose terms will expire. Any member of the Nominating Committee who agrees to serve on the Committee is not eligible for current nomination for a Director position. An appointed Nominating Committee member's term ends at the next DSC Annual Meeting.

Section 2.5.2 Additional Nominations. Voting Members may also submit Director candidates to the Nominating Committee via submission procedures established by the Board, in accordance with the DSC Policy and Procedures Manual.

Section 2.5.3 Additional Nominating Committee Duties and Restrictions. Nominations made by the Nominating Committee will be made by majority vote. The Nominating Committee will also recommend a slate of officer candidates to the Directors who will serve for the ensuing year. Except for the President and the President-Elect, none of the Nominating Committee members will be elected for an Officer position. All members of the Nominating Committee, including the Chairman, must be present in person or by telephone or electronic conferencing at any meeting of the Nominating Committee. Voting by proxy is not permitted. In the event of a tie, the vote of the Chairman will break the tie. If any standing member of the Nominating Committee is unable or unwilling to serve or any standing member office is vacant, the Board, will by a majority vote of the Board, appoint a replacement for such vacancy.

Section 2.6 Election of Directors. At each Annual Meeting, the voting Members will elect Directors to fill those positions which will expire at the conclusion of the Annual Meeting. Each Director candidate must be a voting Member who is not delinquent. Each voting Member present in person or by proxy may vote for the number of Director candidates for which there is a vacancy. Those Director candidates receiving the largest number of votes will be elected as Directors.

Section 2.7 Social Meetings. DSC may conduct social meetings of the Members from time to time, at which no business will be conducted. Social meetings may be held at such times and places as may be communicated to all Members.

Section 2.8 Special Meetings. Special meetings of the voting Members may be called by the President of DSC, the Board or Members collectively constituting not less than one-tenth of the voting Members of DSC. Written notice of the place, date, time and purpose of each special meeting of the voting Members will be given to each voting Member not less than ten (10) nor more than fifty (50) days prior to the date thereof.

Section 2.9 Quorum of Members. Seven and one-half percent (7 ½) of the voting Members of DSC who are not delinquent and who are present, in person or by proxy, will constitute a quorum at each meeting of voting Members for the transaction of business, except as otherwise provided by the TBOC, by the Certificate of Formation or by these Bylaws.

Section 2.10 Voting. A voting Member is entitled to one vote on each matter submitted to a vote at a meeting of voting Members, except as and to the extent otherwise provided by the TBOC, by the Revised Certificate of Formation or by these Bylaws. At any Annual Meeting or special meeting of the voting Members, the voting Members may vote in person, by proxy, or by Board-

approved electronic method. The vote of the majority of the voting Members at any Annual Meeting or special meeting of the voting Members at which a quorum is present is the act of the Members.

ARTICLE THREE

BOARD

Section 3.1 General Powers; Delegation. The business and affairs of DSC must be managed by its directors elected in accordance with Section 2.6 hereof ("**Directors**") and its Officers (as defined in Section 6.1), who will collectively constitute a "management committee" as that term is used in §22.218 of the TBOC, will have all of the power and authority of a board of directors under the TBOC in the management and governance of DSC, may exercise all such powers of DSC and do all such lawful acts and things as are permitted by the TBOC, the Revised Certificate of Formation or these Bylaws, and is referred to as the "**Board**" in these Bylaws. A majority of the members of the Board will be Directors and the remainder of its members may be Officers. Each Director and Officer must be a voting Member and maintain a voting membership throughout his or her term of office.

Section 3.2 Number and Qualifications. The Board will consist of not less than fifteen (15) members, including the Officers of DSC and nine (9) Directors. If any Director becomes an Officer, such person's position as a Director will become vacant and must be filled in accordance with these Bylaws.

Section 3.3 Directors' Terms of Office. At each Annual Meeting, the members will elect Directors (as specified in Section 2.6 of these Bylaws) to fill those directorships which have expired at such Annual Meeting. Each Director candidate must be a Voting Member. Each Director so elected will hold office for a term of three (3) years. The terms of Directors will be staggered, with three positions becoming open each year and Directors elected annually to fill directorships which have expired. Each Director may serve a maximum of two (2) consecutive terms as a Director, then may not serve on the Board as a Director again for five (5) years. An individual elected to fill a vacancy for an unexpired term (as specified in Section 3.4) will be eligible to serve a maximum of two (2) additional three (3) year terms as a Director, then may not serve on the Board as a Director again for five (5) years.

Section 3.4 Filling of Vacancies. Any Director vacancy resulting from the death, resignation, retirement, disqualification, or removal from office of any Director must be filled by the affirmative vote at a meeting of the directors by a majority of the remaining Directors. Any directorship to be filled by reason of an increase in the number of Directors created by an amendment to Section 3.2 hereof, must be filled by election at an Annual Meeting or at a special meeting of voting Members called for that purpose. The office of any Director who is absent for three consecutive meetings of the Board will become vacant and after the Secretary has notified such Board member the vacancy must be filled in accordance with these Bylaws. Any individual elected to fill a vacancy will be elected for the unexpired term of the predecessor in office.

Section 3.5 Removal. A Board member may be removed either for or without cause by the affirmative vote of three-fourths (3/4) of the Board (excluding the vote of the Board member to

be removed), at a special meeting of the Board called for that purpose or by affirmative vote of three-fourths (3/4) of the voting Members (excluding the vote of the Board member to be removed), at a special meeting of the Members at which a quorum is present in person or by proxy. A Board member who is being considered for removal must be sent notice stating the date, time and location of the special meeting called for that purpose and providing the allegations against him/her with reasonable specificity. A Board member who is subject to termination must be given the opportunity to state his or her position at the special meeting, and the opportunity to produce witnesses, if any, to be heard at the special meeting. The vote of the Board or voting Members will be final and binding on all parties.

Section 3.6 Place of Board Meeting. Meetings of the Board will be held at such places, within or without the State of Texas, as may from time to time be fixed by the Board or as specified or fixed in the respective notices or waivers of notice thereof.

Section 3.7 Annual Director Meetings. An annual meeting of the Directors to serve for the ensuing year, will be held without notice, immediately following the Annual Meeting of Members and at the same place, unless by unanimous consent of the Directors then elected and serving that such time or place may be changed, for the purpose of electing Officers in accordance with Section 6.2 hereof. For purposes of the annual meeting of Directors, a quorum will consist of five (5) Directors, present in person. Voting by proxy at Annual Director Meetings is not permitted.

Section 3.8 Regular Board Meetings. Regular Board meetings of which no notice will be necessary, may be held at such times and places as may be fixed from time to time by resolution adopted by the Board and communicated to all members of the Board. Except as otherwise provided by the TBOC, by the Revised Certificate of Formation, or by these Bylaws, any and all business may be transacted at any regular Board meeting. Voting by proxy at regular Board meetings is not permitted. The President or an Officer authorized to call any Regular Board Meeting hereunder, may designate any Regular Board Meeting or portion thereof, at their discretion, as an executive session ("*Executive Session*") which will entitle only Board members and other individuals necessary for the conduct of the meeting to be present.

Section 3.9 Special Board Meetings. Special Board meetings may be called by the President on 24-hours' notice to each member of the Board, either personally, by mail, e-mail or by telefax. A special meeting of the Board may be called by the President-Elect or Immediate Past President, if the President is unable to or refuses to act upon the written request of three (3) or more members of the Board. Except as otherwise expressly provided by the TBOC, by the Revised Certificate of Formation, or by these Bylaws, the purpose of all special meetings of the Board will be reasonably specific in the notice or waiver of notice of such meeting. The President or person chairing any regular Board meeting may designate all or any portion thereof as an Executive Session.

Section 3.10 Telephonic or Electronic Meetings. Any meeting of the Board or any meeting of a committee appointed by the Board may be held by telephone conference call or other electronic communications equipment by means of which all persons participating in the meeting can hear each other and be heard, during which all or certain members of the Board or committee are not physically present at the place of the meeting, but participate in the conduct thereof by telephone or other electronic communications. To determine the presence of a quorum and for all voting purposes, participation by all Board or committee members in a meeting pursuant to this

Section 3.10 will constitute presence in person at such meeting. Participation by telephone or other electronic communications will not be allowed in Executive session.

Section 3.11 Quorum and Manner of Acting. At all meetings of the Board, the presence of a majority of the Directors plus a majority of Officers will be necessary and sufficient to constitute a quorum for the transaction of Board business. For Director only related business the presence of a majority of the Directors then in office will constitute a quorum for transaction of Director related business, except in each case as otherwise provided by the TBOC, by the Revised Certificate of Formation or by these Bylaws. The act of a majority of the Board present at a meeting at which a quorum is present will be the act of the Board, unless the act of a greater number is required by the TBOC, by the Revised Certificate of Formation or by these Bylaws, in which case the act of such greater number will be requisite to constitute the act of the Board. The Board members will vote orally, or by secret ballot, if directed by the presiding Officer of the meeting of the Board, or upon approval of a majority of the Board then voting. If a quorum is not present at any meeting of the Board, the Board members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum is present. At any such reconvened adjourned meeting any business may be transacted which might have been transacted at the meeting as originally convened.

Section 3.12 Board Member's Compensation. No Board member will receive compensation for such services as a member of the Board or as a member of a standing or special committee of the Board. Nothing herein contained will be construed to preclude any Board member from receiving reasonable reimbursement upon submission of an expense report with documented receipts and approved by the Treasurer or the Board, for expenses incurred on behalf of DSC or from serving DSC in any other capacity and receiving compensation therefore.

Section 3.13 Consent of Board. Any action required or permitted to be taken at any physical meeting of the Board or any physical meeting of a committee may be taken without a physical meeting if approved by the e Board or the majority of the members of any committee, as the case may be.

Section 3.14 Guest and Past Presidents Attendance at Regular Board Meetings. Guests may request to attend a regular Board meeting subject to the approval of the Presiding Officer. Guests may not attend any meeting conducted wholly or in part in Executive Session unless the Officer presiding over the meeting deems such guest's attendance necessary for the Executive Session. Each Past President of DSC, who is not the current Immediate Past President, is invited to each regular Board meeting other than regular Board meetings the entirety of which will be an Executive Session. Each Past President of DSC, who is not the current Immediate Past President, may not attend any Executive Session of any regular Board meeting unless the presiding Officer deems such Past President's attendance necessary. Any guest or Past President may be removed from any regular Board meeting by the presiding Officer in his or her sole discretion.

ARTICLE FOUR

NOTICES

Section 4.1 Manner of Giving Notice. Whenever under the provisions of the TBOC, the Certificate of Formation, or these Bylaws, notice is required to be given to any Board member, Member or committee member of DSC, and no provision is made as to how such notice will be given, it will not be construed to require personal notice, but any such notice will be given in writing by mail, postage prepaid, or by email with a confirmation of receipt as the Member information appears in the records of DSC, Any notice required or permitted to be given by mail will be deemed to be delivered at the time when the same is deposited in the United States mail, as aforesaid. Any notice permitted to be given by email will be deemed to be delivered when sent.

Section 4.2 Waiver of Notice. Whenever any notice is required to be given to any Board member, Member or committee member of DSC under the provisions of the TBOC or of the Certificate of Formation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice whether before or after the time stated therein, will be deemed equivalent to the giving of such notice.

ARTICLE FIVE

ETHICS

Section 5.1 Ethical Purpose. In addition to the Purpose of DSC (Section 1.2), it is the wish of DSC that all of its Members actively participate in all club activities, including social, special and Annual Meetings, fundraising activities, educational programs, and other events, as each Member may be able to do so. DSC is a family-oriented organization and all its functions and activities will be in furtherance of this purpose.

Section 5.2 Ethical Goals. DSC recognizes hunting and fishing to be noble and honorable endeavors together with the conservation aspects. All Members and those persons (“Participants” including but not limited to exhibitors, non-DSC Members, volunteers, guests) who are active in or present at DSC sanctioned events and activities are expected and charged to maintain high ethical standards including abiding by all laws and regulations pertaining to the taking of game and fish, both foreign and domestic. Each Member and Participant must, by actions, words, and deeds, conduct himself or herself in a manner which is becoming of a Member or Participant in DSC. Failure to do so may result in termination of membership and/or exclusion from further participation in the activities of DSC.

Section 5.3 Ethics Committee. The President with the approval of the Board must appoint an ethics committee, by the second regular Board meeting following the Annual Meeting (the “*Ethics Committee*”), consisting of three Members on an annual basis. No member of the Ethics Committee will be a current Officer or Director. The President, President-Elect and Executive Director will be ex- officio, non-voting members of the Ethics Committee.

Section 5.4 Powers of the Ethics Committee. Unless procedures are established by the majority vote of the Board, the manner and method of investigation of any ethics complaint

submitted to the Ethics Committee will be within the sole discretion of the Ethics Committee. Any ethics complaint submitted to the Ethics Committee will state facts that, if proven, will establish an ethical violation. The person that files the ethics complaint bears the burden of proving the allegations contained in the complaint. The Ethics Committee may require the person asserting the ethics claim to restate, with factual support, allegations adequate to state a prima facie ethics claim. Prima facie means “sufficient to establish a fact or raise a presumption unless disproved or rebutted”.

Section 5.5 Restrictions on Powers of Ethics Committee. The Ethics Committee is not empowered to act on complaints that are purely contractual or involve tortious conduct that does not involve DSC. Neither DSC nor the Ethics Committee will be an arbiter or adjudicator of such disputes. The Ethics Committee does not have the authority or jurisdiction to act, and will not act as a collection agency, nor may it compel the enforcement of contractual obligations between the parties to an ethics complaint, require the repayment of deposits or the delivery of trophies.

Section 5.6 Additional Powers. The Ethics Committee will have such powers and responsibilities as provided in these DSC Bylaws and additional powers as the Board may assign to it.

Section 5.7 Powers of Board. The Board will have the responsibility of receiving recommendations from the Ethics Committee and taking such actions by a two-thirds (2/3) vote of the Board as it may determine appropriate, including, reprimand, suspension and expulsion of a Member or Participant. Any other provision of these Bylaws notwithstanding, the Board may act upon such Ethics Committee recommendation at any regular Board or special Board meeting without further notice or hearing on the complaint. No refund of dues or other money will be made in the event of suspension or expulsion.

Section 5.8 Board Delegation of Authority. The Board may delegate authority to a committee consisting of the President, Executive Director and event or activity Chairman to take such action as may be warranted in the event of unethical conduct or conduct unbecoming of a Member or Participant in a DSC event or activity, where it is impossible or difficult for the Board to meet, such as during the DSC Annual Convention.

Section 5.9 Groundless Complaints. If, in the opinion of the Ethics Committee, an ethics complaint is determined to be groundless, the Ethics Committee may recommend to the Board the reprimand, suspension or termination of the membership of the person making such groundless complaint and such recommendation must be taken up by the Board in accordance with Section 5.7. For the purposes hereof, “*groundless*” will mean “no basis in fact or not warranted by existing ethical guidelines”. To the extent permitted by law, DSC will be able to pursue and recover legal fees and expenses incurred in connection with such a groundless complaint.

Section 5.10 Conflicts of Interest. Any member of the Ethics Committee who has a conflict of interest with either party to an ethics complaint, who has demonstrated an inability to serve impartially and without bias or prejudice to any party is disqualified to sit in consideration of the particular ethics complaint and must recuse him/herself. Any such conflicted, biased, prejudiced, or partial member of the Ethics Committee who does not voluntarily remove him/herself may be removed by the unanimous vote of the other members of the Ethics Committee upon request and

proof offered by the party claiming disqualification. In the event any one of the Ethics Committee members is unable or unwilling to serve, such vacancy will be filled by a nominee selected by the President and approved by a vote of the majority of the Board.

ARTICLE SIX OFFICERS, EMPLOYEES, AND AGENTS: POWER AND DUTIES

Section 6.1 Officers. The elected Officers of DSC are the President, President-Elect, one or more Vice Presidents (with such descriptive title, if any, as the Board deems appropriate), Secretary, Treasurer, and Chapter Liaison; additionally, the Immediate Past President, who succeeds to this Office following the expiration of his or her term as President, is a non-elected officer (collectively "**Officers**"). Officers will serve as voting members of the Board.

Section 6.2 Election. So far as is practicable, all elected Officers will be elected at each annual meeting of the Directors in accordance with Section 3.7 hereof. Each officer candidate must be a voting Member of DSC.

Section 6.3 Appointed Officers. The President, with Board approval, may also appoint one or more Assistant Secretaries and Assistant Treasurers and such other officers and assistant officers and agents ("Appointed Officer") as may from time to time be deemed necessary, who will exercise such powers and perform such duties as shall be set forth in these Bylaws or determined from time to time by the Board. Such appointed officers or agents are not members of the Board.

Section 6.4 Two or More Offices. Any two (2) or more offices may be held by the same person; except that the President and the Secretary must not be the same person.

Section 6.5 Compensation. No Officer will receive compensation for serving as such. The Board may, from time to time, delegate to the President the authority to fix the compensation of any or all the employees and agents of DSC.

Section 6.6 Term of Office; Removal; Filling of Vacancies. Each elected Officer except for the Treasurer, will hold office until a successor is elected and qualified or until the death, resignation, retirement, disqualification, or removal from office. The Treasurer will serve until the end of the current DSC fiscal year for which the Treasurer was elected. Term limits or restrictions as to any office are set out in the Bylaw sections below relating to each office, respectively. Each Appointed Officer or agent will hold office at the pleasure of the Board until the end of the next Annual Meeting, or until death, resignation, retirement, disqualification or removal from office. Any Officer or agent may be removed at any time by (1) a three-fourths (3/4) vote of the Board (excluding the vote of the Officer to be removed) or (2) by a majority vote of the voting Members of DSC (excluding the vote of the officer to be removed) at any Annual Meeting or at a special meeting of the Members held for that purpose, but such removal must be without prejudice to the contract rights, if any, of the person so removed. Any vacancy resulting from the death, resignation, retirement, disqualification or removal from office of any Officer must be filled by the affirmative vote of a majority of the Directors, though less than a quorum, at any regular meeting or special meeting of the Board.

Section 6.7 President. The President will be the Chairperson of the Board of DSC and, subject to the provisions of these Bylaws, will have general supervision of the activities and affairs of DSC and will have general and active control thereof. The President will preside when present at meetings of the Board and of the Members. He or she will have general authority to execute bonds, deeds, and contracts in the name of DSC and to affix the corporate seal thereto; to cause the employment or appointment of such employees and agents of DSC as the proper conduct of operations may require; to remove or suspend any employee or agent; and in general to exercise all the powers usually appertaining to the office of president of a corporation, except as otherwise provided by the TBOC, by the Revised Certificate of Formation, or by these Bylaws. In the absence or disability of the President, duties will be performed, and powers may be exercised by the President-Elect or Immediate Past President, in that sequence and order of priority. In the event of a vacancy in the office of President and the sitting President-Elect cannot serve as President, the vacancy as President will be filled by one of the nine (9) current Directors, by a majority vote of those nine (9) Directors. The President's term of office is one year from election at the Directors' meeting following the Annual Meeting; however, the President may serve one (1) additional immediately successive term if nominated by the Nominating Committee and elected by the Directors. Once having served as President, whether for one (1) or two (2) terms, the President may not be elected to serve again as President until ten (10) years after leaving office as President.

Section 6.8 President-Elect. In the absence of the President, the President-Elect will assume all duties of the President. In addition, the President-Elect will generally assist the President and will have such powers and perform such duties and services as will from time to time be prescribed or delegated to the President-Elect by the President or the Board. In the event the President-Elect must fill the unexpired term of the President, the President-Elect will complete the unexpired term as President and will be eligible for election as President for the following term. The President-Elect's term of office is one year from election at the Directors' meeting following the Annual Meeting. A President-Elect may not serve more than two (2) consecutive terms on the Board as President-Elect.

Section 6.9 Immediate Past President. In the absence of the President and President-Elect, the Immediate Past President will assume all duties of the President. The Immediate Past President also will serve as Chairman of the Nominating Committee. In addition, the Immediate Past President also will generally assist the President and will have such powers and perform such duties and services as may from time to time be prescribed or delegated to the Immediate Past President by the President or the Board. The Immediate Past President's term of office is one (1) year from the election of his or her successor as President; however, in the event his or her successor is elected to a second successive term as President, the Immediate Past President shall continue to serve as Immediate Past President through that successive term. An Immediate Past President may not be elected as a Director or Officer or serve as an Appointed Officer for five (5) years after leaving the office of Immediate Past President.

Section 6.10 Vice Presidents. Each Vice President will generally assist the President and will have such powers and perform such duties and services as will from time to time be prescribed or delegated to such Vice President by the President or the Board. A Vice President may not serve more than two (2) consecutive terms on the Board in the office of Vice President.

Section 6.11 Secretary. The Secretary must see that notice is given of all annual and special meetings of the Board and Members and will keep and attest true records of all proceedings at all meetings of the Board and Members. The Secretary will have charge of the corporate seal and have authority to attest all instruments of writing to which the same may be affixed. He or she will keep and account for all books, documents, papers and records of DSC, except those for which the Executive Director, some other officer, or agent is properly accountable, and will generally perform all duties usually appertaining to the office of secretary of a corporation. In the absence or disability of the Secretary, the Secretary's duties will be performed and his or her powers may be exercised by the Assistant Secretaries in the order of their seniority unless otherwise determined by the Secretary, the President or the Board. The Secretary may not serve more than five (5) consecutive terms on the Board in the office of Secretary.

Section 6.12 Assistant Secretaries. Each Assistant Secretary will generally assist the Secretary and will have such powers and perform such duties and services as will from time to time be prescribed or delegated to such Assistant Secretary by the Secretary, the President, or the Board.

Section 6.13 Treasurer. The Treasurer will be the chief financial officer and will perform all duties usually appertaining to the office of treasurer of a corporation. The Treasurer will be responsible for all tax and financial matters of DSC, including active control, approval and supervision of all tax and accounting functions and transactions. The Treasurer will prepare or cause to be prepared financial statements to be presented monthly to the Board. The Treasurer will prepare or cause to be prepared all tax filings and reports of DSC as required by local, state, and federal governments. The Treasurer will chair the DSC Budget Committee. The Treasurer will prepare or cause to be prepared, as soon as practicable following the beginning of each new fiscal year, the proposed new fiscal year budget(s) to the Board for their review and approval. The Treasurer will be responsible for the care and custody of all assets, including monies, funds, and securities of DSC. The Treasurer must adhere to all financial policies established by the Board for purposes of managing the cash funds of DSC. In the event of absence or disability of the Treasurer, the Treasurer's duties will be performed and his or her power may be exercised by a current qualified Member as recommended by the Treasurer or the President and approved by the Board. The Treasurer may not serve more than five (5) consecutive terms on the Board in the office of Treasurer.

Section 6.14 Assistant Treasurer. Each Assistant Treasurer will generally assist the Treasurer and will have such powers and perform such duties and services as may from time to time be prescribed or delegated to such Assistant Treasurer by the Treasurer, the President, or the Board.

Section 6.15 Additional Powers and Duties. In addition to the foregoing especially enumerated duties, services and powers, the elected and appointed officers of DSC will perform such other duties and services and exercise such further powers as may be provided by the TBOC, by the Certificate of Formation or by these Bylaws, or as the Board may from time to time determine or as may be assigned to them.

Section 6.16 Committees. The President and/or the Board has the authority to establish and appoint Members to such committees as may be determined necessary and convenient from time to time and delegate such powers and responsibilities to such committee(s). Each committee will carry out and implement such assignment and instruction, policies, plans and programs as the

Board may approve. No committee has the authority to act without the approval of the Board unless otherwise specified in these Bylaws. No appointment under this Section 6.16 extends beyond the then-current fiscal year.

Section 6.17 Chapter Liaison. The Chapter Liaison shall serve as the representative of the DSC Chapters on the Board. The Chapter Liaison shall be nominated by a committee consisting of the then current Presidents of all DSC Chapters. That committee, through its committee chair, must submit the Chapter Liaison nominee's name to the Nominating Committee between November 1 and December 1 immediately preceding the Annual Meeting. To be eligible to serve as Chapter Liaison, the nominee must be a member of a DSC Chapter and must be a voting member of DSC. The Chapter Liaison shall be elected at the annual meeting of Directors in accordance with Section 3.7 hereof. The Chapter Liaison will serve as an Officer on the Board, attending all regular and special meetings of the Board, including any Executive Sessions of the Board, and is a voting member of the Board. The Chapter Liaison's term of office is one (1) year, beginning at the time of election and expiring at the end of the next Annual Meeting. The Chapter Liaison may not serve consecutive terms in the office of Chapter Liaison. Should the Chapter Liaison be unable to serve out that term due to death, disability, resignation, retirement, disqualification, or removal from office, the office of Chapter Liaison will remain vacant until the committee of all Chapter Presidents, through its committee chair, submits its next Chapter Liaison nominee to the Board, and in accordance with Section 6.6 hereof, a replacement Chapter Liaison is confirmed by a majority vote of the Directors, though less than a quorum, at any regular meeting or special meeting of the Board.

ARTICLE SEVEN

MISCELLANEOUS

Section 7.1 Dividends Prohibited. No part of the net income of DSC will inure to the benefit of any private individual and no dividend will be paid and no part of the income of DSC will be distributed to the Directors or Officers. DSC may reimburse the Officers and Directors as provided in Sections 3.12 or 6.5.

Section 7.2 Loans to Officers, Directors, and Employees Prohibited. No loans will be made by DSC to the Officers, Directors, and Employees.

Section 7.3 Signature of Negotiable Instruments. All bills, notes, checks or other instruments for the payment of money will be signed or countersigned by such, Officer(s), Executive Director, or agent(s), and in such manner, as are permitted by these Bylaws and as from time to time may be adopted by the Board.

Section 7.4 Fiscal Year. The fiscal year of DSC is fixed to commence on the first day of April and end on the last day of March of each year until further action of the Board amends, modifies or alters this Section.

Section 7.5 Seal. DSC's seal must be in such form as adopted and approved from time to time by the Board. The seal may be used by causing it or a facsimile thereof, to be impressed, affixed, imprinted, or in any manner reproduced.

Section 7.6 Bank Account. One or more checking, savings or securities accounts will be maintained at a bank, banks or financial institutions in the United States.

Section 7.7 Litigation. In the event any Member or Participant has or may file a lawsuit against DSC or any other Member in their capacity of performing volunteer work, attending, or participating in any DSC event or activity, such rights of membership in DSC of said Members or Participants are terminated (upon notice to the Member or Participant) immediately, without any further action of the Board and without any refund of dues or deposits. Further, any such Member or Participant is ineligible from future participation in the events or activities of DSC, or the right to be on any premises of any DSC event. Any such terminated Member or Participant further agrees to injunctive relief, if necessary, to carry out this revocation of rights as herein described.

Provided, however, this Bylaw does not apply to (1) lawsuits involving claims for workers compensation or unemployment compensation of a DSC employee; (2) lawsuits involving claims for property damages or personal injury incurred at a DSC event; (3) lawsuits by donors to DSC or buyers from DSC regarding items purchased or donated at a DSC Auction, (4) Whistleblower action(s) or to (5) Members or Participants who have been reinstated by a subsequent vote of the Board.

ARTICLE EIGHT

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 8.1 Definitions. In this Article:

A. ***“Indemnitee”*** means:

- (i) any present or former Director, Officer, agent or employee (including any Officer appointed under Section 6.3 of these Bylaws) of DSC;
- (ii) any person who while serving in any of the capacities referred to in clause (i) hereof served at the Board’s request as a director, officer, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprises, and
- (iii) any person nominated or designated by (or pursuant to authority granted by) the Board or any committee thereof to serve in any of the capacities referred to in clauses (i) or (ii) hereof.

B. ***“Malfeasance”*** means willful or intentional misconduct in the performance of any duty to DSC, and will include any misappropriation of any business opportunity, funds, or property of

DSC, tortious interference with any business relationship of DSC or other willful misconduct that is injurious to DSC.

C. **“Official Capacity”** means:

- (i) when used with respect to a Director, the office of Director in DSC or the exercise of authority by or on behalf of a director under the TBOC or the governing documents of DSC, and
- (ii) when used with respect to a person other than a Director, the elective or appointive office of DSC held by an officer, or the employment or agency relationship undertaken by such person on behalf of DSC, but in each case does not include service for any other foreign or domestic entity or any partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise.

D. **“Proceeding”** means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, any appeal in such an action, suit or proceeding, and any inquiry or investigation that could lead to such an action, suit or proceeding.

Section 8.2 Indemnification.

Section 8.2.1 DSC will indemnify every Indemnitee against all judgments, penalties (including excise and similar taxes), fines, settlements and reasonable expenses actually incurred by the Indemnitee in connection with any Proceeding to which he or she was named, is named or is threatened to be named defendant or respondent, or in which he or she was or is a witness without being named a defendant or respondent, by reason, in whole or in part, by reason of serving or having served, or having been nominated or designated to serve, in any of the capacities referred to in Section 8.1A, if it is determined in accordance with Section 8.4 that the Indemnitee: (a) conducted himself or herself in good faith, and (b) reasonably believed, in the case of conduct in their Official Capacity, that such conduct was in DSC’s best interests and, in all other cases, that such conduct was at least not opposed to DSC’s best interests.

Section 8.2.2 Notwithstanding any of the foregoing, no indemnity will be provided to anyone for the following: (a) malfeasance, or a breach of duty to DSC, (b) an act or omission that involves a knowing violation of the law, (c) a transaction from which such person receives an improper benefit, whether or not the benefit resulted from an action taken within the scope of that person’s position in respect to DSC, or (d) an act or omission for which the liability is expressly provided by any applicable statute. The termination of any Proceeding by judgement order, settlement or conviction, or on a plea of nolo contendere or its equivalent, is not of itself determinative that the Indemnitee did not meet the requirements set forth in clauses (a), (b), (c), or (d) in the first sentence of this Section 8.2.

Section 8.2.3 An Indemnitee will be deemed to have been found liable in respect to any claim, issue, or matter only after the Indemnitee has been so adjudged by a court of competent jurisdiction, or in a binding arbitration after exhaustion of all appeals therefrom.

Section 8.3 Successful Defense. Without limitation of Section 7.2 and in addition to the indemnification provided for in Section 8.2, DSC will indemnify every Indemnitee against reasonable expenses, including attorneys' fees, incurred by such person in connection with any Proceeding in which he or she is a named defendant or respondent because he or she served in any of the capacities referred to in Section 8.1A, if such person has been wholly successful, on the merits or otherwise, in defense of the Proceeding.

Section 8.4 Determinations. Any indemnification under Section 8.2 (unless ordered by a court of competent jurisdiction) will be made by DSC only upon a determination that indemnification of the Indemnitee is proper in the circumstances because he or she has met the applicable standard of conduct. Such determination will be made (a) by the Board by a majority vote of a quorum consisting of Board members who, at the time of such vote, are not named defendants or respondents in the Proceeding; (b) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board, duly designated to act in the matter by a majority vote of all Board members (in which designation Board members who are named defendants or respondents in the Proceeding may participate), such committee to consist solely of two or more Board members who, at the time of the committee vote, are not named defendants or respondents in the Proceeding; or (c) by legal counsel selected by the Board or a committee thereof by vote as set forth in clauses (a) or (b) of this Section 8.4 or, if the requisite quorum of all of the Board members cannot be obtained therefor and such committee cannot be established, by a majority vote of all of the Board members (in which Board members who are named defendants or respondents in the Proceeding may participate). A determination as to the reasonableness of expenses will be made in the same manner as the determination that indemnification is permissible, except that if the determination that indemnification is permissible is made by legal counsel, determination as to the reasonableness of expenses must be made in the manner specified in clause (c) of the preceding sentence for the selection of legal counsel. In the event that a determination is made under this Section 8.4 that the Board member or Officer has met the applicable standard of conduct as to some matters but not as to others, amounts to be indemnified may be reasonably prorated.

Section 8.5 Advancement of Expenses.

Section 8.5.1 Except as set forth in Section 8.5.1 below, reasonable expenses (including court costs and attorney's fees) incurred by an Indemnitee who was or is a witness or was, is or is threatened to be made a named defendant or respondent in a Proceeding will be paid by DSC at reasonable intervals in advance of the final disposition of such Proceeding and without any of the determinations specified in Section 8.4 after DSC receives (a) a written affirmation by such Indemnitee of their good faith belief that he or she has met the standard of conduct necessary for indemnification by DSC under this Article and (b) a written undertaking by or on behalf of such Indemnitee to repay the amount paid or reimbursed by DSC if it will ultimately be determined that he or she is not entitled to be indemnified by DSC as authorized in this Article or that indemnification is prohibited by the TBOC. Such a written undertaking will be an unlimited obligation of the Indemnitee but need not be secured and it may be accepted without reference to financial ability to make repayment.

Notwithstanding any other provision of this Article, DSC may pay or reimburse expenses incurred by an Indemnitee in connection with their appearance as a witness or other participation in a Proceeding at a time when he or she is not named a defendant or respondent in the Proceeding.

Section 8.5.2 Section 8.5.1 is not applicable in the case of any Proceeding brought by DSC against an Indemnitee or claim made by DSC in a Proceeding brought by another person, seeking, *inter alia*, from the Indemnitee damages or other relief for the Indemnitee's Malfeasance or other conduct for which indemnification (including for expenses) by DSC would not be permitted under Section 8.2.

Section 8.5.3 In making any determination under this Section 8, the Board may rely on certain information, opinions, reports, or statements as provided in Section 3.102 the TBOC or may seek guidance from counsel as selected in accordance with Section 8.4 or a court.

Section 8.6 Employee Benefit Plans. For purposes of this Article, DSC is deemed to have requested an Indemnitee to serve an employee benefit plan whenever the performance by such Indemnitee of duties to DSC also imposes duties on or otherwise involves services by such Indemnitee to the plan or participants or beneficiaries of the plan. Excise taxes assessed on an Indemnitee with respect to an employee benefit plan pursuant to applicable law will be deemed fines. Action taken or omitted by an Indemnitee with respect to an employee benefit plan in the performance of duties for a purpose reasonably believed to be in the interest of the participants and beneficiaries of the plan will be deemed to be for a purpose which is not opposed to the best interests of DSC.

Section 8.7 Other Indemnification and Insurance. The indemnification provided by this Article will not be deemed exclusive of, or to preclude, any other rights to which those seeking indemnification may at any time be entitled under the Certificate of Formation, any law, agreement or vote of the Board, or otherwise, or under any policy or policies of insurance or other arrangements, consistent with law, purchased and maintained by DSC on behalf of any Indemnitee, both as to action in an Official Capacity and as to action in any other capacity. Without limiting the power of DSC to procure or maintain any kind of insurance or other arrangements, DSC may, for the benefit of persons indemnified by DSC (1) create a trust fund; (2) establish any form of self-insurance; (3) secure its indemnity obligation by grant of a security interest or other lien on the assets of DSC; or (4) establish a letter of credit, guaranty, or surety arrangement. The insurance or other arrangement may be procured, maintained, or established within DSC or with any insurer or other person deemed appropriate by the Board regardless of whether all or part of the stock or other securities of the insurer or other person is owned in whole or part by DSC. In the absence of fraud, the judgment of the Board as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement will be conclusive and the insurance or arrangement is not voidable and will not subject the Board approving the insurance or arrangement to liability, on any ground, regardless of whether Board participating in the approval are beneficiaries of the insurance or arrangement. The indemnification provided by this Article will continue as to a person who has ceased to be in the capacity by reason of which he or she was an Indemnitee with respect to matters arising during the period he or she was in such capacity, and will inure to the benefit of the heirs, executors, and administrators of such a person.

Section 8.8 Notice. Any indemnification or advance of expenses to a present or former Board member in accordance with this Article will be reported in writing to the Board of DSC with or before the notice or waiver of notice of the next Board's meeting or with or before the next submission to the Board of a consent to action without a meeting and, in any case, within the twelve (12) month period immediately following the date of the indemnification or advance.

Section 8.9 Construction. The indemnification provided by this Article will be subject to all valid and applicable laws, including, without limitation, the TBOC, and, in the event this Article or any of the provisions hereof or the indemnification contemplated hereby are found to be inconsistent with or contrary to any such valid laws, the latter will be deemed to control and this Article will be regarded as modified accordingly, and, as so modified, to continue in full force and effect.

Section 8.10 Continuing Offer, Reliance, Etc. The provisions of this Article (i) are for the benefit of, and may be enforced by, each Director and Officer of DSC, the same as if set forth in their entirety in a written instrument duly executed and delivered by DSC and such Director or Officer and (ii) constitute a continuing offer to all present and future Directors and Officers of DSC. DSC, by its adoption of these Bylaws, (a) acknowledges and agrees that each present and future Director and Officer of DSC has relied upon and will continue to rely upon the provisions of this Article in accepting and serving in any of the capacities referred to in Section 8.1A of this Article, (b) waives reliance upon, and all notices of acceptance of, such provisions by such Directors and Officers and (c) acknowledges and agrees that no present or future Director or Officer of DSC will be prejudiced in their right to enforce the provisions of this Article in accordance with their terms by any act or failure to act on the part of DSC.

Section 8.11 Effect of Amendment. No amendment, modification or repeal of this Article or any provision hereof will in any manner terminate, reduce or impair the right of any past, present or future Director or Officer of DSC to be indemnified by DSC, nor the obligation of DSC to indemnify any such Director or Officer, under and in accordance with the provisions of this Article as in effect immediately prior to such amendment, modification or repeal with respect to claims arising from or relating to matters occurring, in whole or in part, prior to such amendment, modification or repeal, regardless of when such claims may arise or be asserted.

ARTICLE NINE

CHAPTERS

DSC has adopted a chapter system. Admission of chapters will be on such terms and conditions as the Board may adopt from time to time. Any chapter may have its status with DSC revoked for the violation of any ethical standard set forth in these Bylaws or as otherwise adopted for DSC chapters from time to time, or for violation of its chapter agreement with DSC as provided in the chapter agreement. The membership in DSC of any Member of a DSC chapter is subject to the ethical guidelines set out in these Bylaws or as otherwise established by the Board, and such membership may be terminated for violation of these standards as set out in these Bylaws. The Chapters of DSC shall be represented on the Board by a Chapter Liaison, as set out in Section 6.7 hereof.

ARTICLE TEN

AMENDMENTS

These Bylaws may be altered, amended or repealed, or new Bylaws may be adopted by the affirmative vote of two-thirds (2/3) of the voting Members of DSC present in person or by proxy at any Special or Annual Meeting at which a quorum is present, provided notice of the proposed alteration, amendment, repeal, or adoption is contained in the notice of such meeting. Copies of the Bylaws if amended or changed will be furnished, as required to the Internal Revenue Service or other institutions. Any alteration, amendment, repeal or addition to these Bylaws must be dated and signed by the Officer presiding over the meeting in which the vote altering, amending, repealing, or adding to the Bylaws is taken; and must be attested to by the Secretary of that meeting.

These Bylaws were amended by the voting Members of the Dallas Safari Club at a meeting held on the 8th day of November 2023. The foregoing represents the Bylaws of Dallas Safari Club as amended.

ATTESTED BY:

DALLAS SAFARI CLUB



Tim Fallon, President



John Patterson, Secretary