

**BYLAWS OF
NORCAL YOUTH HOCKEY ASSOCIATION, INC.
A CALIFORNIA NONPROFIT
MUTUAL BENEFIT CORPORATION**

1. NAME OF CORPORATION

The name of this corporation is NORCAL YOUTH HOCKEY ASSOCIATION INC.
(NORCAL)

2. OFFICES OF THE CORPORATION

A. PRINCIPAL OFFICE

The principal office for the transaction of the activities and affairs of this corporation is located at 1500 S. 10th Street, San Jose, 95112 in California. The board of directors may change the location of the principal office. Any such change of location must be noted by the secretary on these bylaws opposite this Section; alternatively, this Section may be amended to state the new location.

B. OTHER OFFICES

The board may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

3. PURPOSES AND LIMITATIONS

A. GENERAL PURPOSES

The purpose of this corporation is to provide youth an opportunity to participate in a program of supervised amateur ice hockey and to carry on other charitable activities associated with this goal as allowed by law.

B. SPECIFIC PURPOSES

Within the context of the general purposes stated above, this corporation shall:

1. To instruct and encourage youth to play amateur ice hockey;
2. To complement home and school education with a practical, disciplined, competitive, character building program for youth through the sport of ice hockey;
3. To develop and promote the sport of ice hockey for the benefit of local youth;
4. To provide a structure for competition between teams of various member clubs (and with other USA Hockey approved clubs) having uniform rules and regulations, playing rules, penalties and suspensions (including rights of appeal) as provided for, sanctioned and adopted by USA Hockey, Inc.;

5. To associate with other clubs, leagues, and associations in the furtherance of the above stated objectives.

C. LIMITATIONS

1. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in or intervene in any political campaign on behalf of any candidate for public office.

2. The property of this corporation is irrevocably dedicated to mutual benefit purposes, as set forth above. No part of the net earnings of this corporation shall inure to the benefit of its directors, trustee, officers, or members, or to any individual.

3. On the winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining assets of this corporation shall be distributed to an organization (or organization) organized and operated exclusively for mutual benefit purposes and that is tax exempt under the Internal Revenue Code of 1954 and which is qualified for exemption from taxation under the California Revenue and Taxation Code.

4. CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, the plural includes the singular, and the term "person" includes both a legal entity and a natural person.

5. DEDICATION OF ASSETS

This corporation's assets are irrevocably dedicated to charitable purposes. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

6. MEMBERSHIP

A. MEMBERS

- (1) There shall be two classes of members of this Corporation. The first class of members shall be known as Voting Members, and the second class of members shall be known as Associate Members and shall have no vote in conducting any business of or for the Corporation.
- (2) Application for membership in this Association must be received before July 1 of the

current playing season. No application for the current fiscal year will be considered after such date.

B. VOTING MEMBERSHIP

- (1) Any entity located in Northern California upon compliance with all the provisions of the Bylaws and Rules and Regulations of the Northern California Junior Hockey Association, that has executed and is in compliance with a NORCAL YOUTH HOCKEY ASSOCIATION MEMBER CLUB AGREEMENT (Appendix A), and has been approved as a Voting Member in accordance with these bylaws shall be designated as a Voting Member and be entitled to representation on the Board of Directors of the Association by a director who serves as a voting individual on behalf of the Voting Member.
- (2) Each Voting Member of this Corporation shall be entitled to one (1) vote. Associate Members of this Corporation shall not be entitled to vote, and no notice of any meeting of the membership of this Corporation need be given to any Associate Member.
- (3) The Voting Member shall designate one (1) voting individual board member, which shall be the president, chief administrator or any other designee who is a constituent of the Voting Member. Such designee shall be entitled to one (1) vote and upon such notice given in writing to the Secretary of the Corporation said designation shall remain in full force and effect until changed by another such statement in writing. Only these persons so designated shall be allowed to vote on behalf of the Voting Member.
- (4) Each member club's respective board member shall notify the Secretary prior to the commencement of each regular or special meeting of the Association as to her or his name, address and telephone number.
- (5) Only members in 'good standing' may vote on any issue before the NORCAL Board of Directors. The President of the NORCAL shall, upon discovery of a violation of a provision of membership requirements, send a notice of noncompliance, with cause specified, to that member club's president. Said club president must respond within thirty (30) days to report remedial action or suffer loss of voting rights until a remedy has been provided. In case of a dispute between the member clubs, the disputing members agree to binding arbitration conducted by the NORCAL Board of Directors.
- (6) There shall be no proxy voting with regard to any matter upon which the Board of Directors or membership of this Association shall be required to vote. There shall be no cumulative voting with regard to any subject upon which a vote may be taken by the Board of Directors.
- (7) The Association's President or other Executive Board Member if acting in the absence of the President shall have one vote in the event of any tie vote.
- (8) The voting representatives of Voting Members of this Corporation that are in good

standing, together with the officers of the Corporation who have voting privileges, shall be the persons who from time to time are the designated voting individuals of the Board of Directors of this Corporation and have certain voting rights as provided for in these bylaws. Death, resignation, or removal of any director as provided in these bylaws automatically terminates his privilege as a voting individual of this Corporation. Election or appointment of a successor director as provided in these bylaws shall operate to elect that director as a voting individual with voting privileges in this Corporation.

C. ASSOCIATE MEMBERSHIP

Any other individual or entity that contributes funds or other property to this Corporation may be designated as an Associate Member of this Corporation as approved by the Board of Directors unless that entity is or becomes a Voting Member of this Corporation. Approval of an individual or entity as a Voting Member of this Corporation shall terminate his membership as an Associate Member of this Corporation.

(1) Club Membership.

- (a) Any organization located in Northern California, whose primary objective and purpose is to promote and develop youth ice hockey, is eligible for membership in the Association. A member club shall be entitled to participate in all activities and enjoy all rights, privileges and benefits of the Association, subject to the provisions or plans governing it. Each such Voting Member club shall be entitled to appoint one voting individual to the Board of Directors in the manner and for the purposes set forth herein.
- (b) The member clubs will be required to insure all players under the Association medical and liability policy as approved by the Board of Directors. Payment of such funds for insurance purposes shall be due and payable to the Corporation at the time of registration of teams for the current playing season.
- (c) New Clubs will be approved for membership in the Association by a vote of 75 percent of the existing member clubs. New clubs may apply at any time during the year; however, applications must be submitted in written form detailing the structure, program plan and a timetable adhering to NORCAL, CAHA and USA Hockey requirements. Only clubs that have submitted an application for membership by May 1st and have been approved by a 75% vote at the May meeting will be included in the Norcal schedule in the following season.
- (d) All new clubs will be accepted on a "probationary" basis as Associate Members. The NORCAL Board of Directors may review clubs for full Voting or Associate Membership status at any Board of Directors meeting.
- (e) Any member club may resign from active participation in the affairs of the Corporation, but such resignation shall not relieve the member club so resigning of the obligation to pay any dues or charges theretofore accrued or unpaid. On written request of any such resigned member club, the Board of Directors may reinstate it to membership on such terms and subject to such conditions as the Board may determine, provided, however, that such terms

and conditions shall be no more restrictive than the requirements for new membership.

(2) Team Membership.

Any team of a member club is eligible for membership in the Association. Team membership is voluntary and is subject to the payment of such fees for each ice hockey season as may be determined by the Board of Directors. A member team shall be entitled to participate in exhibition or regularly scheduled ice hockey games in accordance with League Rules and plans governing the same.

(3) Player Membership.

Any player of a member team is eligible for membership in the Association. Player membership is voluntary and is subject to payment of one (1) fee for each ice hockey season.

(4) Individual Membership.

Any individual, other than a member player, who desires to offer financial assistance solely for the promotion and development of youth ice hockey in Northern California, is eligible for an individual membership in the Association. Individual membership is voluntary and is subject to the payment of one (1) fee for each season.

D. EXPULSION AND SUSPENSION OF MEMBERS

Players and parents are subject to NORCAL Rules and Regulations and Code of Conduct and are therefore equally subject to suspension and expulsion from said organization. The President, or any Vice President acting in his place and stead pursuant to the rules prescribed herein, may suspend for a period up to one year, subject to the approval of the Board of Directors, any player, parent, team, team official, or referee. For this same purpose, the President may appoint such committee or committees to take such action as he may be empowered to do himself under these Bylaws and NORCAL Rules and Regulations.

E. DUES AND FEES

The dues and fees shall be such sums as determined by the Board of Directors. Such dues and fees shall be collected annually or at such intervals as are determined by the Board of Directors. Dues or fees shall be collected, or refunds made, only in accordance with regulations prescribed by the Board of Directors. Dues and fees are due (15) days after the invoice date and delinquent fifteen (15) days after the due date, and suspension of membership shall be effective thirty (30) days after the due date. Said due date may also be set by the Board of Directors.

7. GENERAL AND SPECIFIC POWERS OF BOARD

A. FORM: GENERAL POWERS

Subject to the provisions and limitations of the California Nonprofit Mutual benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws regarding actions that require approval of the members, the corporation's activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the board.

B. SPECIFIC POWERS

Without prejudice to the general powers set forth in Section 7A of these bylaws, but subject to the same limitations, the board shall have the power to:

1. Appoint and remove, at the pleasure of the board, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
2. Change the principal office or the principal business office in California from one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in or outside California for holding any meeting of members.
3. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

8. NUMBER OF AND QUALIFICATIONS FOR DIRECTORS

The Board of Directors shall consist of one (1) board member for each member club, and as of the date of the signing of these bylaws, shall consist of not less than (5) directors. **The exact number of directors shall be fixed, within those limits, by a resolution adopted by the board of directors.**

A. RESTRICTION ON INTERESTED PERSONS AS DIRECTORS

No more than 49 percent of the persons serving on the board may be "interested persons." An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person. However, any violation of

this paragraph shall not affect the validity or enforceability of transactions entered into by the corporation.

B. DESIGNATED DIRECTORS

All directors shall be initially designated by the incorporator. Each director shall hold office for 1 year and until a successor director has been designated and qualified.

C. NOMINATIONS BY COMMITTEE

The chairman of the board or, if none, the president shall appoint a committee to nominate qualified candidates for election to the board at least 60 days before the date of any election of directors. The nominating committee shall make its report at least 30 days before the date of the election, or at such other time as the board may set, and the secretary shall forward to each director, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

D. FLOOR NOMINATIONS

When a meeting is held for the election of directors, any director present at the meeting in person or by proxy may place names in nomination.

E. NOMINEE'S RIGHT TO SOLICIT VOTES

The board shall formulate procedures that allow a reasonable opportunity for a nominee to communicate to directors the nominee's qualifications and the reasons for the nominee's candidacy, a reasonable opportunity for the nominee to solicit votes, and a reasonable opportunity for all directors to choose among the nominees.

F. ELECTION OF DIRECTORS

All directors shall be elected at each annual directors' meeting, by the then sitting directors, to hold office until the next annual meeting. However, if directors are not elected at an annual meeting, they may be elected at any special directors' meeting held for that purpose or by written ballot. Each director, including a director elected to fill a vacancy or elected at a special directors' meeting or by written ballot, shall hold office until expiration of the term for which elected and until a successor is elected and qualified.

G. VACANCIES ON BOARD OF DIRECTORS

1. EVENTS CAUSING VACANCIES ON BOARD

A vacancy or vacancies on the board of directors shall occur in the event of (a) the death, removal, or resignation of any director; (b) the declaration by resolution of the board of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under

California Nonprofit Mutual benefit Corporation Law, Chapter 2, Article 3; (c) the vote of the directors; (d) the increase of the authorized number of directors; or (e) the failure of the directors, at any meeting of directors at which any director or directors are to be elected, to elect the number of directors required to be elected at such meeting.

2. RESIGNATION OF DIRECTORS

Except as provided below, any director may resign by giving written notice to the chairman of the board, if any, or to the president or the secretary of the board. The resignation shall be effective when the notice is given unless it specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the board may elect a successor to take office as of the date when the resignation becomes effective.

Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

3. REMOVAL OF DIRECTORS

Except for a vacancy created by the removal of a director by the members, vacancies on the board may be filled by approval of the board or, if the number of directors then in office is less than a quorum, by (1) the unanimous written consent of the directors then in office, (2) the affirmative vote of a majority of the directors then in office at a meeting held according to notice or waivers of notice complying with Corporations Code section 5211, or (3) a sole remaining director.

4. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS

Any reduction of the authorized number of directors shall not result in any director being removed before his or her term of office expires.

9. MEETINGS OF BOARD OF DIRECTORS

A. PLACE OF BOARD MEETINGS

Meetings of the board shall be held at any place within or outside California that has been designated by resolution of the board or in the notice of the meeting or, if not so designated, at the principal office of the corporation.

B. MEETINGS BY TELEPHONE OR OTHER TELECOMMUNICATIONS EQUIPMENT

Any board meeting may be held by conference telephone, video screen communication, or other communications equipment. Participation in a meeting under this Section shall constitute presence in person at the meeting if all of the following apply:

- (a) Each member participating in the meeting can communicate concurrently with all other

members.

(b) Each member is provided the means of participating in all matters before the board, including the capacity to propose, or to interpose an objection to, a specific action to be taken by the corporation.

(c) The board has adopted and implemented a means of verifying both of the following:

(1) A person participating in the meeting is a director or other person entitled to participate in the board meeting.

(2) All actions of or votes by the board are taken or cast only by the directors and not by persons who are not directors.

C. ANNUAL AND OTHER MEETINGS

At least annually, the board shall hold a general meeting for purposes of organization, election of directors, election of officers, and transaction of other business. Notice of this meeting is required.

Other general meetings of the board may be held without notice at such time and place as the board may fix from time to time.

(1) AUTHORITY TO CALL SPECIAL MEETINGS

Special meetings of the board for any purpose may be called at any time by the chairman of the board, if any, the president or any vice president, the secretary, or any two directors.

(2) FORM: NOTICE OF SPECIAL MEETINGS

Notice of the time and place of special meetings shall be given to each director by (a) personal delivery of written notice; (b) first-class mail, postage prepaid; (c) telephone, including a voice messaging system or other system or technology designed to record and communicate messages, either directly to the director or to a person at the director's office who would reasonably be expected to communicate that notice promptly to the director; (d) facsimile; (e) electronic mail; or (f) other electronic means. All such notices shall be given or sent to the director's address or telephone number as shown on the corporation's records.

Notices sent by first-class mail shall be deposited in the United States mails at least four days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic mail shall be delivered, telephoned, or sent, respectively, at least 48 hours before the time set for the meeting.

The notice shall state the time of the meeting and the place, if the place is other than the corporation's principal office. The notice need not specify the purpose of the meeting.

D. QUORUM

A majority of the authorized number of directors shall constitute a quorum for the transaction of any business except adjournment. Every action taken or decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be an act of the board, subject to the more stringent provisions of the California Nonprofit Mutual benefit Corporation Law, including, without limitation, those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, (c) creation of and appointments to committees of the board, and (d) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, despite the withdrawal of some directors from that meeting, if any action taken or decision made is approved by at least a majority of the required quorum for that meeting.

E. WAIVER OF NOTICE

Notice of a meeting need not be given to any director who, either before or after the meeting, signs a waiver of notice, a written consent to the holding of the meeting, or an approval of the minutes of the meeting. The waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. Notice of a meeting need not be given to any director who attends the meeting and who, before or at the beginning of the meeting, does not protest the lack of notice to him or her.

F. ADJOURNMENT

A majority of the directors present, whether or not a quorum is present, may adjourn any meeting to another time and place.

G. NOTICE OF ADJOURNED MEETING

Notice of the time and place of holding an adjourned meeting need not be given unless the original meeting is adjourned for more than 24 hours. If the original meeting is adjourned for more than 24 hours, notice of any adjournment to another time and place shall be given, before the time of the adjourned meeting, to the directors who were not present at the time of the adjournment.

10. ACTION WITHOUT A MEETING

Any action that the board is required or permitted to take may be taken without a meeting if all board members consent in writing to the action; provided, however, that the consent of any director who has a material financial interest in a transaction to which the corporation is a party and who is an "interested director" as defined in Corporations Code section 5233 shall not be required for approval of that transaction. Such action by written consent shall have the same force and effect as any other validly approved action of the board. All such consents shall be filed with the minutes of the proceedings of the board.

11. COMPENSATION AND REIMBURSEMENT

Directors and members of committees of the board may receive such compensation, if any, for their services as directors or officers, and such reimbursement of expenses, as the board may establish by resolution to be just and reasonable as to the corporation at the time that the resolution is adopted.

12. COMMITTEES OF BOARD OF DIRECTORS

A. CREATION AND POWERS OF COMMITTEES

The board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the board. Appointments to committees of the board shall be by majority vote of the directors then in office. The board may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the board, to the extent provided in the board resolution, except that no committee may:

(a) Take any final action on any matter that, under the California Nonprofit Mutual benefit Corporation Law, also requires approval of the members or approval of a majority of all members;

(b) Fill vacancies on the board or any committee of the board;

(c) Fix compensation of the directors for serving on the board or on any committee;

(d) Amend or repeal bylaws or adopt new bylaws;

(e) Amend or repeal any resolution of the board that by its express terms is not so amendable or repealable;

(f) Create any other committees of the board or appoint the members of committees of the board;

(g) Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

(h) Approve any contract or transaction to which the corporation is a party and in which one or more of its directors has a material financial interest, except as special approval is provided for in Corporations Code section 5233(d)(3).

B. MEETINGS AND ACTION OF COMMITTEES

Meetings and actions of committees of the board shall be governed by, held, and taken under the provisions of these bylaws concerning meetings and other board actions, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by board resolution or, if none, by resolution of the committee. Minutes of each meeting shall be kept and shall be filed with the corporate records. The board may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the board has not adopted rules, the committee may do so.

13. OFFICERS OF THE CORPORATION

A. OFFICES HELD

The officers of this corporation shall be a president, a secretary, and a chief financial officer. The corporation, at the board's discretion, may also have a chairman of the board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be appointed under Section 7 of these bylaws.

Any number of offices may be held by the same person, except that neither the secretary nor the chief financial officer may serve concurrently as either the president or the chairman of the board.

A. ELECTION OF OFFICERS

The officers of this corporation, except any appointed under Section 12 B of these bylaws, shall be chosen annually by the board and shall serve at the pleasure of the board, subject to the rights of any officer under any employment contract.

B. APPOINTMENT OF OTHER OFFICERS

The board may appoint and authorize the chairman of the board, the president, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the board.

C. REMOVAL OF OFFICERS

Without prejudice to the rights of any officer under an employment contract, the board may remove any officer with or without cause. An officer who was not chosen by the board may be removed by any other officer on whom the board confers the power of removal.

D. RESIGNATION OF OFFICERS

Any officer may resign at any time by giving written notice to the board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless

otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

E. VACANCIES IN OFFICE

A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointments to that office, provided, however, that vacancies need not be filled on an annual basis.

14. RESPONSIBILITIES OF OFFICERS

A. CHAIRMAN OF THE BOARD

If a chairman of the board of directors is elected, he or she shall preside at board meetings and shall exercise and perform such other powers and duties as the board may assign from time to time. If there is no president, the chairman of the board shall also be the chief executive officer and shall have the powers and duties of the president of the corporation set forth in these bylaws.

B. PRESIDENT

Subject to such supervisory powers as the board may give to the chairman of the board, if any, and subject to the control of the board, the president shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers. The president shall preside at all members' meetings and, in the absence of the chairman of the board, or if none, at all board meetings. The president shall have such other powers and duties as the board or the bylaws may require.

C. VICE PRESIDENTS

If the president is absent or disabled, the vice presidents, if any, in order of their rank as fixed by the board, or, if not ranked, a vice president designated by the board, shall perform all duties of the president. When so acting, a vice president shall have all powers of and be subject to all restrictions on the president. The vice presidents shall have such other powers and perform such other duties as the board or the bylaws may require.

D. SECRETARY

The secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the board may direct, a book of minutes of all meetings, proceedings, and actions of the board, and of committees of the board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, general, or special, and, if special, how authorized; the notice given; the names of persons present at board and committee meetings.

The secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The secretary shall give, or cause to be given, notice of all meetings of the board, and of committees of the board that these bylaws require to be given. The secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the board or the bylaws may require.

E. CHIEF FINANCIAL OFFICER

The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the corporation's properties and transactions. The chief financial officer shall send or cause to be given to the directors such financial statements and reports as are required to be given by law, by these bylaws, or by the board. The books of account shall be open to inspection by any director at all reasonable times.

The chief financial officer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the corporation with such depositories as the board may designate; (ii) disburse the corporation's funds as the board may order; (iii) render to the president, chairman of the board, if any, and the board, when requested, an account of all transactions as chief financial officer and of the financial condition of the corporation; and (iv) have such other powers and perform such other duties as the board or the bylaws may require.

If required by the board, the chief financial officer shall give the corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of the office and for restoration to the corporation of all of its books, papers, vouchers, money, and other property of every kind in the possession or under the control of the chief financial officer on his or her death, resignation, retirement, or removal from office.

15. CONTRACTS WITH DIRECTORS AND OFFICERS

No director of this corporation nor any other corporation, firm, association, or other entity in which one or more of this corporation's directors have a material financial interest, shall be interested, directly or indirectly, in any contract or transaction with this corporation, unless (a) the material facts regarding that director's financial interest in such contract or transaction or regarding such common directorship, officership, or financial interest are fully disclosed in good faith and noted in the minutes, or are known to all members of the board prior to the board's consideration of such contract or transaction; (b) such contract or transaction is authorized in good faith by a majority of the board by a vote sufficient for that purpose without counting the votes of the interested directors; (c) before authorizing or approving the transaction, the board considers and in good faith decides after reasonable investigation that the corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and (d) the corporation for its own benefit enters into the transaction, which is fair and reasonable to the corporation at the time the transaction is entered into.

This Section does not apply to a transaction that is part of an educational or charitable program of this corporation if it (a) is approved or authorized by the corporation in good faith and without unjustified favoritism and (b) results in a benefit to one or more directors or their families

because they are in the class of persons intended to be benefited by the educational or charitable program of this corporation.

16. LOANS TO DIRECTORS AND OFFICERS

This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses by the corporation.

17. INDEMNIFICATION

To the fullest extent permitted by law, this corporation may indemnify its directors, officers, employees, and other persons described in Corporations Code sections 5238(a), 7237(a), or 9246(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any "proceeding," as that term is used in that section, and including an action by or in the right of the corporation, by reason of the fact that the person is or was a person described in that section. "Expenses," as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the board by any person seeking indemnification under Corporations Code sections 5238(b), 7237(b), or 9246(b) or sections 5238(c), 7237(c), or 9246(c), the board shall promptly decide under Corporations Code sections 5238(e), 7237(e), or 9246(e) whether the applicable standard of conduct set forth in Corporations Code sections 5238(b), 7237(b), or 9246(b) or sections 5238(c), 7237(c), or 9246(c) has been met and, if so, the board shall authorize indemnification.

To the fullest extent permitted by law and except as otherwise determined by the board in a specific instance, expenses incurred by a person seeking indemnification under Section 16 of these bylaws in defending any proceeding covered by those Sections shall be advanced by the corporation before final disposition of the proceeding, on receipt by the corporation of an undertaking by or on behalf of that person that the advance will be repaid unless it is ultimately found that the person is entitled to be indemnified by the corporation for those expenses.

18. INSURANCE

This corporation shall have the right, and shall use its best efforts, to purchase and maintain insurance to the full extent permitted by law on behalf of its officers, directors, employees, and other agents, to cover any liability asserted against or incurred by any officer, director, employee, or agent in such capacity or arising from the officer's, director's, employee's, or agent's status as such.

19. MAINTENANCE OF CORPORATE RECORDS

This corporation shall keep:

- (a) Adequate and correct books and records of account;
 - (b) Written minutes of the proceedings of its members, board, and committees of the board;
- and

20. DIRECTORS' RIGHT TO INSPECT

Every director shall have the absolute right at any reasonable time to inspect the corporation's books, records, documents of every kind, physical properties, and the records of each subsidiary. The inspection may be made in person or by the director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

21. REQUIRED REPORTS

A. ANNUAL REPORT

The board shall cause an annual report to be sent to the directors within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- (a) The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds;
- (c) The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- (d) The corporation's expenses or disbursements for both general and restricted purposes;
- (e) Any information required by these bylaws; and
- (f) An independent accountants' report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

This requirement of an annual report shall not apply if the corporation receives less than \$25,000 in gross receipts during the fiscal year, provided, however, that the information specified above for inclusion in an annual report must be furnished annually to all directors.

B. ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS

As part of the annual report to the directors, or as a separate document if no annual report is issued, the corporation shall, within 120 days after the end of the corporation's fiscal year, annually prepare and furnish to each director a statement of any transaction or indemnification of the following kind:

(a) Any transaction (i) in which the corporation, or its parent or subsidiary, was a party, (ii) in which an "interested person" had a direct or indirect material financial interest, and (c) which involved more than \$50,000 or was one of several transactions with the same interested person involving, in the aggregate, more than \$50,000. For this purpose, an "interested person" is either:

(1) Any director or officer of the corporation, its parent, or subsidiary (but mere common directorship shall not be considered such an interest); or

(2) Any holder of more than 10 percent of the voting power of the corporation, its parent, or its subsidiary. The statement shall include a brief description of the transaction, the names of interested persons involved, their relationship to the corporation, the nature of their interest in the transaction and, if practicable, the amount of that interest, provided that if the transaction was with a partnership in which the interested person is a partner, only the interest of the partnership need be stated.

(b) Any indemnifications or advances aggregating more than \$10,000 paid during the fiscal year to any officer or director of the corporation under Sections 16 of these bylaws, unless that indemnification has already been approved by the members under Corporations Code section 5238(e)(2).

22. PRIVATE FOUNDATION RESTRICTIONS

This corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Internal Revenue Code section 4942, shall not engage in any act of self-dealing as defined in Internal Revenue Code section 4941(d), shall not retain any excess business holdings as defined in Internal Revenue Code section 4943(c), shall not make any investments in a manner as to subject it to tax under Internal Revenue Code section 4944, and shall not make any taxable expenditures as defined in Internal Revenue Code section 4945(d).

23. CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of **NORCAL YOUTH HOCKEY ASSOCIATION, INC.**, a California nonprofit mutual benefit corporation; that these bylaws, consisting of 22 pages, including Appendix A, are the bylaws of this corporation as adopted by the board of directors on _____; and that these bylaws have not been amended or modified since that date.

Executed on _____ at _____, California.

Secretary

Appendix A

NORCAL MEMBER CLUB AGREEMENT

This agreement, made and entered into this ____ day of _____, _____, by and between the NORCAL YOUTH HOCKEY ASSOCIATION INC. (NORCAL), a non-profit California Corporation, with its principal place of business to be in the city designated by the current President (within Northern California), and the _____ Amateur Hockey Association, a (profit) (non profit) organization with its principal place of business located at in the City of _____, California (hereinafter referred to as Member Club), for and in consideration of the mutual covenants and agreements herein contained.

Whereas NORCAL is the duly authorized representative of the California Amateur Hockey Association (CAHA), which is the affiliate member of USA Hockey, Inc., and whereas the Member Club is desirous of association with NORCAL in the interest of assisting NORCAL in the development and the control of the sport within NORCAL's geographic jurisdiction, as provided herein, and consistent with the By-Laws, Rules and Regulations and decisions of NORCAL, CAHA and USA Hockey. Therefore, with intention to be legally bound hereby, NORCAL and the Member Club mutually covenant and agree as follows:

1. BY-LAWS AND/OR POLICIES WHICH MUST BE ADOPTED BY CLUB MEMBERS

The Member Club, in consideration of this agreement, hereby agrees to adopt the following, as official policy and/or By-Laws of its organization:

A. NORCAL PRE-EMINENCE

_____, a Member Club of NORCAL shall abide by and act in accordance with all NORCAL By-Laws, Rules and Regulations, and NORCAL'S decisions shall take precedence over and supersede all similar governing documents and/or the decisions of the Member Club in the event of a conflict. Further, the Member Club shall assist NORCAL in the administration and enforcement of the provisions of the By-Laws, Rules and Regulations and the decisions of the Board of Directors of NORCAL within and upon its members.

B. INDEMNITY

_____, a Member Club of NORCAL, shall indemnify and hold harmless NORCAL, the NORCAL Board of Directors and each member thereof, the Executive Committee and each member thereof, committees of NORCAL and each member thereof, from any and all liability, judgments, costs, charges, and expenses whatsoever, which are brought, commenced, or prosecuted against NORCAL, or its representatives, for and in regard to any act, deed, matter, or decision made, done or permitted to be done about, or in relation to the local affairs of the Member Club through

willful neglect and disregard of the NORCAL By-Laws, Rules and Regulations, and decisions of the Board of Directors and the Executive Committee.

The Member Club must insure that it's club, all ice rinks, and any facilities it uses are insured, but only with respect to the operations by or on behalf of sanctioned NORCAL events, games, practices and clinics.

2. PRINCIPLES THAT MUST BE CONTAINED IN MEMBER CLUB BY-LAWS OR OFFICIAL POLICY

The Member Club hereby understands and agrees that the organization, structure, policy, By-Laws, and/or operation of the Member Club shall in no way violate any of the following principles.

A. MEMBERSHIP

That all members of the Member Club, as a condition of membership in good standing, shall also be required to be members in good standing of NORCAL. A member in "good standing" is defined as a Member Club that is in full compliance with NORCAL, CAHA and USA Hockey, Inc By-Laws, Rules and Regulations, NORCAL'S decisions and all the terms and provisions of this NORCAL MEMBER CLUB AGREEMENT.

B. VOTING

That each member of the Member Club shall be entitled to one vote in the process adopted by the Member Club for the elections of its governing body and that no proxy voting shall be allowed in such election. That all members be notified no less than fifteen (15) days in advance thereof.

C. GOVERNMENT

That the government and authority of any non-profit Member Club shall be vested in a Board composed of a number of representatives, as determined by the non-profit Member Club, selected through a democratic election process, and the officers of the non-profit Member Club selected by the members shall include no less than a President, Vice President, and Secretary. The non-profit Member Clubs' board shall include a Team Representative from each team registered with the non-profit Member Club having full voting rights on all other matters brought to the Board of Directors of the non-profit Member Club for a vote.

D. ANNUAL MEETING

That any action(s) or policy(ies) adopted by the Board of Directors of the Member Club shall be reported to its membership or their duly authorized representatives at least once each year at the meeting called for such purpose with notice of such meeting being given to all members of the Member Club no less than fifteen (15) days in advance of the holding of the meeting which shall be open to any and all members of the Member Club.

E. ELIGIBILITY FOR ELECTION

All club members must be in good standing to be eligible for election to the

NORCAL Board of Directors.

F. DISPUTE RESOLUTION

Member clubs must have a fair and equitable review process of member disputes.

G. REGULAR MEETINGS

Regular meetings of any non-profit club's Board of Directors to take place, open to the club membership, with due notice given not less than fifteen (15) days in advance or as otherwise may be required by law.

H. FINANCIAL DISCLOSURE

Non-profit club budgets and financial reports to be a matter of open review and member discussion. Non-profit club members shall comply with all laws with respect to the dissemination of financial reports.

I. TEAMS

Member clubs must field at least three (3) teams that participate in the regular season NORCAL league schedule and adhere to NORCAL Rules and Regulations. The NORCAL Board of Directors may waive the three (3) team requirement for a particular organization on an annual basis.

J. FINANCIAL OBLIGATIONS

Member clubs must not be in financial arrears to NORCAL. NORCAL invoices must be paid within two (2) weeks.

3. TERM

The term of this agreement shall be for one (1) year, from July 1, _____ to June 30, _____ and automatically renewed annually thereafter, unless either party shall notify the other of an intention to terminate the relationship herein created no less than sixty (60) days prior to the end of the term provided for above. The foregoing shall apply unless sooner terminated for breach as herein provided.

4. BREACH

In the event that a Member Club shall breach any one or more of the terms and conditions of this Agreement or any one or more of the terms, provisions and conditions of the By-Laws, Rules and Regulations, and the decisions of the Board of Directors of NORCAL (which provisions are incorporated herein by this reference as though fully set forth), then NORCAL shall have the immediate right to impose sanctions, which sanctions may include suspension and/or termination of this Agreement.

5. MISCELLANEOUS

For the purpose of consistent administration of the Agreement, the following shall govern and control the relationship between NORCAL and the Member Club:

A. NOTICE

Each party shall annually designate the name and address of its official representative to whom notice shall be given of any and all matters involving NORCAL and the Member Club as provided for this Agreement, or in the By-Laws, Rules and Regulations, or decisions of the Board of Directors of NORCAL. The official representatives of the parties are as follows:

1. NORCAL President
2. Member Club President

B. AMENDMENT

This Agreement is not subject to any addition, alteration, modification, or amendment unless and upon condition that said addition, alteration, modification, or amendment is in writing and signed by both parties hereto.

C. SEVERABILITY

In the event that any article, section or clause of this Agreement shall be declared illegal or void by a court of competent jurisdiction, then the article, section, or clause so declared shall be deleted from this Agreement to the extent that it violates the law, or has been declared void. The remaining articles, sections and clauses shall remain in full force and effect throughout the entire term hereof.

D. ENTIRE AGREEMENT

This Agreement shall be binding upon both parties hereto, and supersedes all other agreements and understandings by and between the parties hereto.

E. GOVERNING LAW

This Agreement shall be construed, administered, enforced and interpreted pursuant to the laws of the State of California.

President, Member Club

Member Club Organization

NORCAL President