

AMENDED AND RESTATED BYLAWS OF THE AMATEUR HOCKEY ASSOCIATION ILLINOIS, INC.

ARTICLE 1 NAME, AFFILIATION AND JURISDICTION

1.0 NAME - The name of this corporation is Amateur Hockey Association Illinois, Inc. (referred to hereinafter as "AHAI").

1.1 AFFILIATION - USA Hockey has designated AHAI as its "Affiliate Association" for the State of Illinois, pursuant to an Affiliate Agreement, and consistent with the requirements of the Ted Stevens Olympic and Amateur Sports Act of 1978 (codified as amended at 36 U.S.C. §§220501 et seq.).

1.2 JURISDICTION - As authorized by USA Hockey, AHAI shall have jurisdiction over all amateur hockey in the State of Illinois and shall sanction all league and tournament play in the State of Illinois. The board of directors of AHAI (the "Board") is empowered to adopt rules and regulations (the "Rules and Regulations"), which set forth the rules, regulations, and policies of AHAI.

1.3 DEFINITIONS - The term "amateur hockey" as referred to in these Bylaws, shall be understood to mean any and all phases of the game of amateur hockey, including but not limited to games, practices and tournaments. The term "participants" as used in connection with the term "amateur hockey" shall include those who compose the voting membership of AHAI as defined in Section 4.0.

1.4 USA HOCKEY PREEMINENCE - AHAI shall abide by and act in accord with the Bylaws, Rules and Regulations, Policies, Playing Rules, and decisions of the Board of Directors of USA Hockey, as well as its Affiliate Agreement with USA Hockey (the "USA Hockey Documents"). The USA Hockey Documents and decisions of USA Hockey shall take precedence over and supersede all similar governing documents and/or decisions of AHAI to the extent of any inconsistencies between them. AHAI shall assist USA Hockey in the administration and enforcement of the provisions of the USA Hockey Documents, within and upon its members and/or within its jurisdiction.

ARTICLE 2 OFFICES

2.0 LOCATION - The principal office of AHAI shall be in the State of Illinois. AHAI may have such other offices within the State of Illinois, as the business of the corporation may require from time to time. AHAI will continuously maintain in the State of Illinois a registered office, and a registered agent whose business office address is identical with such registered office.

ARTICLE 3 PURPOSES

3.0 To encourage and improve the standards and conduct of amateur hockey in the State of Illinois.

3.1 To encourage, assist and administer amateur hockey in the development and growth of community and regional leagues, associations, organizations, programs and teams.

3.2 To develop and encourage sportsmanship and playing proficiency by all participants in the sport of amateur hockey in the State of Illinois.

3.3 To encourage registration of all teams and players at all levels of play with USA Hockey.

3.4 To conduct any amateur hockey tournaments it deems appropriate, and to authorize amateur hockey teams to enter and participate in such tournaments.

3.5 To communicate and cooperate with the USA Hockey Central District Association, and other State and Officials associations, so as to improve and promote the sport of amateur hockey both within and outside of the State of Illinois.

3.6 To arbitrate and resolve financial reciprocity disputes between member organizations, players or both.

3.7 To encourage and assist in the administration of discipline for amateur hockey within the State of Illinois.

3.8 To do any and all acts AHAI or USA Hockey deems necessary or desirable in the furtherance of the foregoing purposes and the sport of amateur hockey; provided, that AHAI's purposes shall be exclusively charitable and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code.

3.9 AHAI and its Members shall be guided by these core values of USA Hockey:

Sportsmanship: *Foremost of all values is to learn a sense of fair play. Become humble in victory, gracious in defeat. Foster friendship with teammates and opponents alike.*

Respect for the Individual: *Treat all others as you expect to be treated.*

Integrity: *Seek to foster honesty and fair play beyond mere strict interpretation of the rules and regulations of the game.*

Pursuit of Excellence at the Individual, Team & Organizational Levels: *Each member of the organization, whether player, volunteer, or staff, should seek to perform each aspect of the game to the highest level of his or her ability.*

Enjoyment: *It is important for the hockey experience to be fun, satisfying and rewarding for the participant.*

Loyalty: *Aspire to teach loyalty to the ideals and fellow members of the sport of hockey.*

Teamwork: *Value the strength of learning to work together. The use of teamwork is reinforced and rewarded by success in the hockey experience.*

ARTICLE 4
MEMBERSHIP AND MEMBER MEETINGS

4.0 MEMBERSHIP - The term "Member" as used in these Bylaws shall mean an amateur hockey player on an amateur hockey team playing for an Affiliate Organization duly registered and fully admitted to AHAI pursuant to these Bylaws and the AHAI Rules and Regulations, and such other amateur hockey players as may be designated to be under the jurisdiction of AHAI as the Illinois State Affiliate of USA Hockey. The Members of AHAI shall be represented by and through the team for which they play (the "AHAI Team") in the AHAI Affiliate Organization through which the Member is registered. Each Affiliate Organization shall be represented by and through that Affiliate Organization's authorized officer(s) or through such officer's authorized proxy.

4.1 ANNUAL MEETING - The annual meeting of the Members ("Annual Meeting") shall be held each year, and whenever possible, prior to the USA Hockey annual meeting, but in no event later than June 30 of each year. The Annual Meeting shall be, for the purpose of electing directors to the AHAI Board and for the transaction of such other business as may come before Members at the Annual Meeting. Whenever possible, the Annual Meeting shall be held in-person. However, when exigent circumstances exist that make an in-person meeting unworkable, then in the sole discretion of the Board of Directors, the Annual Meeting may be held by a virtual meeting through existing technological means.

4.2 SPECIAL MEETINGS - Special Meetings of the Members (a "Special Meeting") may be called by the AHAI President or by a majority of the AHAI Board. In the discretion of a majority of the Board of Directors, a Special Meeting may be held by a virtual meeting through existing technological means.

4.3 PLACE OF MEETINGS - The AHAI President or the AHAI Board may designate any place within the State of Illinois as the place for any Annual Meeting or for any Special Meeting. In the event of a virtual meeting, this Section shall not apply.

4.4 NOTICE OF MEETINGS - Written or printed notice stating the place, day and hour of the Annual Meeting, and in the case of a Special Meeting, the purpose for which such Special Meeting is called, shall be delivered not less than ten (10) nor more than forty (40) days before the date of the meeting, to each Affiliate Organization entitled to vote at such meeting. Notice may be provided by United States mail or electronic delivery. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Affiliate Organization at its address as it appears on the records of AHAI, with postage thereon prepaid. If by electronic delivery, such notice shall be deemed to be delivered when transmitted by the designated AHAI representative to the electronic delivery address provided by the Affiliate Organization to the AHAI Registrar through that Organization's most recent registration data.

Notice of any Special Meeting may be waived either by a writing signed by an officer of the Affiliate Organization (on behalf of the Members of such Affiliate Organization), or by an electronic communication sent by that officer to the AHAI Registrar, either before, during or after the meeting. Attendance of an authorized officer or authorized proxy of an Affiliate Organization at any meeting will constitute a waiver of notice of such meeting, except where the authorized officer or proxy of an Affiliate Organization attends the meeting solely for the express purpose of objecting to the transaction of any business.

4.5 QUORUM - No action may be taken at any Members Meeting in the absence of a quorum. Forty (40%) percent of the Affiliate Organization teams eligible to vote shall constitute a quorum at any Members Meeting; provided, that if less than 40 percent of the voting Affiliate Organization's teams are represented at a meeting, a majority of the Affiliate Organization's actually represented there may adjourn the meeting from time to time without further notice.

4.6 VOTING RIGHTS AND PROCESS - Each Affiliate Organization shall be entitled to one vote for each team registered with AHAI by that Organization for the immediately preceding "Regular Season" as defined by USA Hockey, with such votes to be cast upon each matter submitted to vote at a Members Meeting. Every Affiliate Organization's vote shall be cast by the representative of the Affiliate Organization listed on the official AHAI Registration Form utilized for that meeting, provided that this Affiliate Organization authorized representative shall be either: (a) the President of that Affiliate Organization; or (b) the "proxy", who shall be associated or affiliated with that Affiliate Organization and also designated in writing as that Organization's representative no later than the registration by that Affiliate Organization at the start of the meeting. In the event of a virtual meeting, to be valid the written proxy must be provided by email to the AHAI Registrar. Except as set forth above, no proxy voting shall be permitted.

4.7 VOTING. The affirmative vote of the majority of the Affiliate Organization teams which cast a vote on any matter submitted to a vote shall constitute the passage and adoption of the matter, unless otherwise provided in these Bylaws.

4.8 VOTING DISPUTES - At any Members Meeting, any question or dispute relating to the validity or result of any vote shall be submitted at that meeting to the incumbent AHAI Board for a determination, and the decision of the majority of the Board present, provided a quorum of the Board is present, shall be binding on all parties.

4.9 PARTICIPATION - Affiliate Organizations may participate in a Members Meeting by means of an electronic media format approved by the Board, which may include but is not limited to conference telephone, video conference or interactive or other similar communication equipment, provided that all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall constitute presence in person at the meeting. Every vote cast by an Affiliate Organization's authorized representative who participates in a meeting by electronic means shall have the same force and effect as if that authorized representative had been physically present at the meeting.

4.10 ACTION WITHOUT A MEETING - Any action required to be taken or which may be taken at a Members Meeting may be taken without a meeting if such a procedure is consented to in writing by a majority vote of the Members, voting through their Affiliate Organization pursuant to Section 4.6, or such larger number as required by the AHAI Articles of Incorporation or these Bylaws. Such written consent must be evidenced by approval obtained through a written ballot distributed to every Affiliate Organization entitled to vote. Ballots may be distributed by mail, email or any other electronic means at the discretion of the AHAI President or the AHAI Board. The quorum requirements of Section 4.5 shall be applied as if such action had been taken at an actual meeting. Voting must remain open for at least five (5) days from the date the ballot is delivered. The ballot must set forth the action to be taken. The ballots and the outcome must be delivered to the Secretary of AHAI and filed in the corporate records.

4.11 ELECTION OF BOARD AT ANNUAL MEETING - Five (5) directors shall be elected annually at the Annual Meeting. Affiliate Organizations shall vote for up to five (5) individuals from the list of nominations submitted by the Nominating Committee under the Committee's procedures set forth in the Board's Rules & Regulations. The votes of the Affiliate Organizations shall be counted by members of the Nominating Committee and overseen by an AHAI officer. The top five (5) individuals garnering the most votes shall be elected as directors of the Board

ARTICLE 5 DIRECTORS

5.0 GENERAL POWERS - The business and affairs of AHAI shall be managed by the Board of Directors.

5.1 SPECIFIC POWERS - The Board, in its discretion and consistent with these Bylaws and/or the AHAI Rules and Regulations, shall in all matters act in the best interests of amateur hockey in the State of Illinois. The Board shall have the authority to make decisions, and to develop, implement and enforce rules, policies, procedures, incentives and penalties, that advance such interests.

5.2 EMERITI DIRECTORS - The Board shall have the authority to name, at its discretion, one or more Emeritus Directors (collectively, "Emeriti") as an honorary designation in recognition of outstanding service to AHAI. Such Emeriti shall be non-voting members of the Board. Emeriti shall be eligible for appointment to all committees by the President, in his sole discretion. The Board by majority vote shall have the ability to remove any Emeriti at any time, for any reason. Emeriti shall otherwise hold that position for life.

5.3 NUMBER, TENURE AND QUALIFICATIONS OF DIRECTORS - There shall be fifteen (15) Directors on the Board. The Directors shall be elected by the Members in accordance with Article 4 of these Bylaws. Five (5) directors shall be elected annually. Each such elected director shall hold office for three (3) years and until their successors have been elected and qualified, or until their death, resignation or removal. Each director must be legally competent. Each Director must be a member in good standing of USA Hockey, and must be in complete compliance with all USA Hockey mandates then in effect.

5.3.1 In the event of a vacancy by death, resignation or removal of a Director, the AHAI President shall appoint a new director to fill the unexpired term of that Director.

5.3.2 In addition to the 15 Directors and any Emeriti, the following non-voting observational members shall be considered to be members of the Board: the immediate past president of AHAI, the Executive Director of AHAI, and all AHAI district representatives to USA Hockey.

5.4 REMOVAL OF DIRECTORS - A director may be removed during that director's term in office only through the following process: by a two-thirds vote of the Members with the vote taken pursuant to Article 4 of these Bylaws, either at the Annual Members Meeting or at a Special Meeting called pursuant to these Bylaws.

5.5 BOARD MEETINGS - In the discretion of a majority of the Board of Directors, any Board Meeting may be held by a virtual meeting through existing technological means.

5.6 REGULAR MEETINGS - A regular meeting of the Board shall be held without other notice than this Bylaw, immediately after, and at the same place as, the Annual Meeting of the Members. Each year, the Board shall also meet once each month during the months of January through June, August through November, and if deemed necessary by the President or the Board, in December. The President or a majority of the Board may provide, by resolution, the time and place, for the holding of other Board meetings without notice other than such resolution.

5.7 SPECIAL MEETINGS - Special meetings of the Board may be called by the President or by a majority of the Board. The person or persons calling the special meeting shall fix the time and method for holding that special meeting.

5.8 NOTICE OF SPECIAL MEETINGS - Notice of a special meeting shall be given by in writing by United States mail or electronic delivery delivered to each director at the mailing address or electronic delivery address provided by each director to AHAI from time to time. A director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where such director attends the meeting solely for the express purpose of objecting to the transaction of any business.

5.9 QUORUM - A majority of the number of directors then holding that position constitutes a quorum for transaction of business at a meeting of the Board. If less than a majority of such number of directors is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

5.10 VOTING - The affirmative vote of a majority of the directors present at a meeting at which a quorum exists shall be the act of the Board. The manner of how votes are cast on an issue presented for vote shall be determined by the President or by a majority of the Board. Unless the Board determines otherwise on any particular issue called to a vote, the manner of such voting by the directors shall be by either: (1) by secret written ballot, (2) by oral roll call, (3) by a show of hands, or (4) by oral "call out" of those in favor, those opposed, or those abstaining. All non-honorary directors shall be entitled to vote on any issue called for a vote, including the person holding the office of President.

5.11 PARTICIPATION - Directors may participate in a meeting of the Board by means of a conference telephone, audio or video equipment or similar communication equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting. Every vote cast by a director who participates in a meeting by electronic means shall have the same force and effect as if that director had been physically present at the meeting.

5.12 BOARD ACTION WITHOUT A MEETING - Any action which may be taken at a formal meeting of the Board may be taken without a formal meeting, but only if taking such action is consented to by an affirmative vote of no fewer than eight (8) of all of the voting members of the Board, being cast within 48 hours of submission of the question to the Board. In the absence of an affirmative vote of no fewer than eight (8) of all of the voting members of the Board, no action may be taken until the next regular Board meeting. Such consent may be obtained by electronic means. Such consent must be evidenced by ballot distributed to all voting directors. Such ballots may be distributed by mail, email or any other electronic means. The ballot seeking such consent must call for two votes on each issue so submitted: first, for consent to take such action without a formal meeting, and second for that director's vote on the issue presented. The votes submitted on the merits of the issue presented shall only be considered where the necessary number of votes to take action without a formal meeting have been obtained; otherwise, such votes on the merits of the issue shall be deemed null and void.

5.13 OTHER DUTIES - Appeals from decisions by any of the committees established pursuant to Article 7 of these Bylaws shall proceed pursuant to such Rules and Regulations as are adopted by the Board. To the extent feasible, the Board shall attempt to resolve any disputes within AHAI, among the Affiliate Organizations, and/or the Members.

5.14 LEGAL CONTROL GROUP - Unless otherwise determined by the Board as to a particular matter, all directors, including Emeriti and non-voting observational directors, shall at all times be deemed to be in the "Control Group" of AHAI's top level management, as that term is used by the Illinois courts in determining the scope of corporate attorney-client and work product privilege rights.

ARTICLE 6 OFFICERS

6.0 DESIGNATION - The officers of AHAI shall be a President, one or more Vice-President(s), a Treasurer, a Secretary, an Executive Director, a Registrar, and such other officers as may be elected or appointed by the Board.

6.1 ELECTION AND TERM OF OFFICE - The officers of AHAI shall be elected by the Board at the board meeting held immediately after the Annual Meeting of the Members. If the election of officers shall not be held at that time, then the election of officers shall be held as soon thereafter as is possible. Vacancies may be filled by the Board at any board meeting. Each officer shall hold office until that officer's successor shall have been duly elected or until death or resignation; or until that officer shall have been removed in the manner hereinafter provided.

6.2 REMOVAL - Whenever, in the Board's sole judgment, the best interests of AHAI would be served thereby, an officer may be removed by a two-thirds vote of the entire number of board members then on the Board.

6.3 PRESIDENT - The President must be a Director at all times while holding that office. The President shall be the chief executive officer of AHAI and shall in general supervise and control all of the day-to-day business and affairs of AHAI on behalf of the Board. The President shall preside at all meetings of the Members and of the Board. The President shall serve as an *ex-officio* member on all committees. The President may sign any bonds, contracts, or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be required by law or has been expressly delegated by the Board or by these Bylaws to some other officer or agent of AHAI. The President in general shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time. In addition, the President or his/her designee(s) shall represent AHAI and the Members in meetings with other hockey associations and USA Hockey.

6.4 THE VICE-PRESIDENT(S) - Each Vice-President must be a Director at all times while holding that office. The Vice-President shall in general perform all the duties incident to the office(s) of the Vice-President and such other duties as from time to time may be assigned to him/her by the President or the Board. In the absence of the President or in the event of the President's inability or refusal to act, the Vice-President first in line in the following order shall perform the duties of the President: first, the Vice-President of Operations; second, the Vice-President of Administration; third, Vice-President of Finance. When so acting, the Vice-President shall have all the powers of and be subject to all the restrictions upon the President. In the event that the office of President has become vacant, the Board at its next regular meeting shall elect a person to serve the remaining term.

6.5 THE TREASURER - The Treasurer must be a Director at all times while holding that office. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall: (a) have charge and custody of and be responsible for funds and securities of AHAI; (b) receive and give receipts for moneys due and payable to AHAI from any source whatsoever; (c) deposit all such moneys in the name of AHAI in such banks, trust companies and other insured depositories as shall be selected in accordance with these Bylaws; and (d) in general perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned by the President or the Board.

6.6 THE SECRETARY - The Secretary must be a Director at all times while holding that office. The Secretary shall: (a) be custodian of the corporate records and of the seal of AHAI, and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; (b) in general perform all duties incident to the Office of the Secretary; and (c) perform such other duties as from time to time may be assigned him/her by the President or the Board.

6.7 THE REGISTRAR - The Registrar shall be chairperson of the registration committee and shall: (a) be responsible for the registration of teams, players, coaches, managers, tournament/travel permits as directed by the Board or by the Rules and Regulations; (b) keep records of all registrations and memberships; (c) keep a register of the post-office address of each Member; (d) "certify" eligible voting Member teams; (e) "certify" those Affiliate Organizations eligible for State Tournaments; (f) implement procedures to coordinate registration activities with USA Hockey; (g) in general perform all duties incident to the office of the Registrar and such other duties as from time to time may be assigned him/her by the President or the Board. Nothing in this Bylaw shall relieve any Affiliate Organization of the responsibility to submit a roster that is true and correct and complies with these Bylaws and the Rules and Regulations.

6.8 EXECUTIVE DIRECTOR - The responsibilities of the Executive Director are to oversee the day-to-day operations, growth and well-being of the organization and of amateur hockey in Illinois. Duties include but are not limited to: Generating revenue via corporate sponsorships, marketing and branding of AHAI; establishing and overseeing programs; managing the overall communications plan of the organization; and any other duties as assigned by the AHAI Board of Directors through the AHAI President. The Executive Director shall: (a) keep the minutes of the Board meetings and of the Members Annual Meeting; and (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law.

6.9 LEGAL CONTROL GROUP - Unless otherwise determined by the Board as to a particular matter, all officers shall at all times be deemed to be in the "Control Group" of AHAI's top level management, as that term is used by the Illinois courts in determining the scope of corporate attorney-client and work product privilege rights.

ARTICLE 7 COMMITTEES

7.0 STANDING COMMITTEES - The President shall annually appoint the members and the chairperson of the following standing committees: Tournament, Suspension Review, Nominating, High School, Tier I, Tier II, Rules and Ethics, Girls Hockey, and Appeals Committees; provided, however, every person named as the chairperson of these standing committees named above must be a voting director on the Board. Any person serving on those committees who is not a chairperson need not be a director on the Board. The responsibilities of each standing committee shall be established by the Board in the Rules and Regulations.

7.1 GENERAL COMMITTEES - The President shall establish such other committees as are deemed necessary or appropriate to the efficient conduct of AHAI's affairs. The President shall appoint the members and the chairperson of such committees on an annual basis for so long as those committees are in operation. The chairperson of such committees need not be a member of the Board.

7.2 COMMITTEE MEETINGS - Any AHAI director has the right to attend any meeting of any AHAI committee. Unless otherwise determined by the AHAI President, Board, or Chairperson of the subject committee, all AHAI committee meetings shall be "open" meetings, at which attendance by an AHAI or Affiliate Organization director, officer, employee, agent, or Member is welcome. Notwithstanding that, any committee meeting may be deemed a "closed" meeting at which attendance is limited to the AHAI directors and the committee's own members, in the sole discretion of the AHAI President, Board, or Chairperson of the subject committee. The committee chairperson shall make a good faith effort to provide notice of every "open" committee meeting no less than 48 hours prior to the meeting, by reasonably available means.

ARTICLE 8 CONTRACTS, LOANS, CHECKS AND DEPOSITS

8.0 CONTRACTS - The Board may authorize any officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name and on behalf of AHAI, and such authority may be general or confined to specific instances.

8.1 LOANS - No loans shall be contracted on behalf of AHAI and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

8.2 CHECKS, DRAFTS, ETC. - All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of AHAI, shall be signed by such officer(s) or agent(s) of AHAI and in such manner as shall from time to time be determined by the Board.

8.3 DEPOSITS - All funds of AHAI not otherwise employed shall be deposited from time to time to the credit of AHAI in such banks, trust companies or other insured depositories as the Board may select.

8.4 FINANCIAL OBLIGATION SATISFACTION - No Member or persons in a Member's immediate family shall be permitted to change their AHAI or Affiliate Organization, and also may be subject to suspension, until they have satisfied every outstanding financial obligation to their "old" team or association. This applies to but is not limited to all youth, girls, high schools, and adults Members. AHAI will not act as a collection agency for outstanding financial obligations owed by a Member to an Affiliate Organization. All responsibility for collection of outstanding financial obligations for the Affiliate Organization lies with the applicable Affiliate Organization. However, AHAI, through the Rules & Ethics Committee, will enforce its Bylaws and Rules and Regulations and impose a suspension for failure to satisfy any financial obligations based upon the following guidelines:

- 8.4.1** there must be written communication from the Affiliate Organization to the obligor-Member;
- 8.4.2** collection activity must be for a prior or the current season;
- 8.4.3** the Affiliate Organization must have taken steps to collect the amounts due during the season in which such amounts were due. AHAI will not be involved if the Affiliate Organization allowed the obligor-Member to play the entire season in which the financial obligation was due and only attempted to collect such amounts after the season was completed or allowed the obligor-Member to register and play for a subsequent season;
- 8.4.4** if the obligor-Member fails to respond, AHAI may suspend the entire family until the obligation has been satisfied.

8.5 ANNUAL AUDIT - An audit will be conducted at the conclusion of each fiscal year and will be available for inspection by any Affiliate Organization upon request.

ARTICLE 9 FISCAL YEAR

9.0 The fiscal year of AHAI shall begin on the first day of June in each year and end on the last day of May in each year.

ARTICLE 10 SEAL

10.0 The Board may provide a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of AHAI and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE 11 WAIVER OF NOTICE

11.0 Whenever any notice is required to be given under the provisions of the Articles of Incorporation of AHAI or under the provisions of the General Not-For-Profit Corporation Act of the State of Illinois, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 12 DISPUTES

12.0 Resolution of Disputes, Exclusive Remedy.

12.0.1 Primacy of USA Hockey Dispute Resolution Procedures. To the extent that USA Hockey has adopted formal Dispute Resolution Procedures in its Bylaws, Rules or Policies, those procedures shall take precedence over and supersede the provisions of this Article 12 to the extent of any inconsistency between them.

12.0.2 Scope of Procedure and Purpose. Because AHAI is a not-for-profit organization whose vital services are provided largely by volunteer efforts, AHAI has established Article 9 and Article 10 of the Rules and Regulations (collectively, the "AHAI Dispute Resolution Procedure") to provide an efficient, orderly and uniform method of resolving every controversy, question or dispute regarding or having any impact on amateur hockey, any applicant and/or actual Members, Teams, Affiliate Organizations, AHAI, the Board and/or any director or committee thereof (collectively referred to as a "Dispute"). It is the further purpose of the AHAI Dispute Resolution Procedure to provide an administrative procedure that is a full, complete and exclusive remedy and substitute for any and all court or other formal legal proceedings regarding any Dispute.

12.0.3 Submission to the Dispute Resolution Procedures. Every person and entity within the jurisdiction of AHAI, including, but not limited to, every Member, coach, official, referee, parent, guardian, agent or any other person; and every Affiliate Organization, league, team, club, sponsor, facility or any other group or organization (collectively referred to as "Person" or "Entity") by virtue of their membership, application for membership, affiliation or participation, at any time, in any program or event taking place under the authority of AHAI as the USA Hockey State Affiliate for Illinois, agrees to submit exclusively to the AHAI Dispute Resolution Procedure and the Dispute Resolution procedures contained in the Bylaws, a Rules and Regulations of USA Hockey as the sole and exclusive remedy of all Disputes, and to forego any remedy in any court of law or equity, and to refrain from initiating any legal proceedings regarding the matters expressly or implicitly covered by the Dispute Resolution Procedures.

12.0.4 No Circumvention of Dispute Resolution Procedures. No Person or Entity shall attempt to circumvent the Dispute Resolution Procedures. Any attempt to circumvent the Dispute Resolution Procedures shall not diminish or alter the requirements or authority for the exclusive use of the Dispute Resolution Procedures concerning all Disputes as a full, complete and exclusive substitute for any and all court, mediation, arbitration or other proceedings. In addition, failure to participate to the fullest extent possible in the Dispute Resolution Procedures concerning any Dispute shall be deemed a failure to exhaust the available administrative remedies and AHAI shall have the power to assess costs, impose fines and/or disciplinary action (including suspension) and other sanctions, in accordance with these Bylaws and the Rules and Regulations. "Costs" shall include the time of AHAI personnel and, in the event such person is a volunteer, such costs shall include the expense of what it would have cost for an individual to perform similar duties in an arm's length commercial transaction.

- 12.0.5 Failure to Follow Process.** In addition to any other sanctions available hereunder, the failure to follow and abide by the Dispute Resolution Procedures may in the sole discretion of AHAI subject every Person and Entity and any Person and Entity representing, participating with or aiding such Person and Entity, to the following:
- 12.0.5.1** Liability for any and all expenses and costs, direct and indirect, including all reasonable process costs and attorneys' fees and the value of volunteer time, incurred by AHAI, its Affiliate Organizations, teams, Members, or any of AHAI's directors, officers, or agents; and
 - 12.0.5.2** Immediate suspension and/or disqualification of such Person and/or Entity as an Affiliate Organization, team, or Member, as applicable; and forfeiture of the right to participate in AHAI and/or USA Hockey or any of their Affiliate Organizations sanctioned events.
- 12.0.6 Rules of Dispute Resolutions Proceedings.** The following rules shall control these Bylaws in any Dispute:
- 12.0.6.1** The constructions, interpretations, rulings, procedures, decisions and opinions of AHAI and/or USA Hockey (including their directors, officers and duly authorized personnel), being the product of specific skills, expertise and background as people experienced in hockey and sports administration matters, shall be deemed controlling and shall be deferred to;
 - 12.0.6.2** If there is any rational basis for the decision of AHAI, such decision shall be upheld; the only question shall be, did AHAI act contrary to the Bylaws, Rules & Regulations, and Policies of USA Hockey or AHAI; the fact that another reasonable inference or interpretation could have been made will not be grounds for overruling or modifying a decision of AHAI;
 - 12.0.6.3** Only the evidence and theories explicitly presented to AHAI for consideration in the initial Dispute and prior to the rendering of any decision may later be presented or considered in dispute resolution proceeding;
 - 12.0.6.4** The burden of proof shall be on the party attempting to have any decision or action of AHAI reversed, modified or changed in any way, and this burden shall be either by "clear and convincing evidence", or by the equivalent of the highest degree of proof required in any civil proceedings, whichever is the more difficult standard; and
 - 12.0.6.5** Any party not successful in overturning a procedure, ruling or other decision of AHAI in its entirety, shall pay for any and all fees, expenses and other costs of AHAI with respect to such Dispute (including, but not limited to: attorneys' fees, process costs, document and exhibit costs, fees and expenses of consultants, experts, investigators and witnesses, and in obtaining or producing materials or evidence, the transportation and other per diem or

incidental expenses of each of the foregoing and of all volunteers and the value of each volunteer's time as measured by that individual's customary work position).

12.0.7 Mandatory. The Dispute Resolution Procedures shall be the sole and exclusive remedy for disputes with AHAI.

ARTICLE 13 INDEMNIFICATION AND INSURANCE

13.0 AHAI shall indemnify and hold harmless USA Hockey, the board of directors of USA Hockey and each member thereof, the executive committee of USA Hockey and each member thereof, the councils and committees of USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of USA Hockey from any and all claims, liability, judgments, costs, attorneys' fees charges and expenses whatsoever, arising from the acts and omissions of AHAI, except to the extent: (i) that USA Hockey or its afore-described representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default; or (ii) that such acts or omissions were the direct result of compliance with the articles of incorporation, Bylaws, rules and regulations, playing rules or decisions of the board of directors of USA Hockey; or (iii) to the extent that such claims, liability, judgments, costs, attorneys' fees, charges or expenses are covered by insurance provided by USA Hockey or by AHAI. Further, AHAI understands and acknowledges that USA Hockey and its afore-described representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this Bylaw. USA Hockey shall reasonably cooperate with AHAI in any litigation and provide reasonable support in connection therewith, including but not limited to advice and testimony upon reasonable request; provided, however, that such cooperation shall not require USA Hockey to incur any out of pocket expense not reimbursed by AHAI.

13.1 AHAI shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding by reason of the fact that such person is or was a director, officer, employee, or agent of AHAI, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of AHAI.

13.2 To the extent that a present or former director, officer, employee, or agent of AHAI has been successful, on the merits or otherwise, in the defense of any proceeding referred to in this Section, or in defense of any claim, issue, or matter therein, then such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with such proceeding if that person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of AHAI.

13.3 Sections 13.1 and 13.2 will not apply in any proceeding in which the director, officer, employee, or agent is liable for misconduct in the performance of his or her duties.

13.4 Such rights of indemnification will not be exclusive of any other rights to which such director, officer, or employee may be entitled apart from this provision.

13.5 AHAI shall have power to purchase and maintain, at AHAI's expense, insurance on behalf of AHAI and on behalf of any director, officer, employee, agent, or other person.

13.6 AHAI shall have the authority in the discretion of the Board to give other indemnification to the extent permitted by law.

ARTICLE 14 DISTRIBUTION OF ASSETS

14.0 The assets of AHAI are permanently dedicated to exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of future laws). AHAI shall not be operated for pecuniary profit and shall have no capital stock and shall make no distribution of dividends to its members, directors, officers, or persons having a private interest in the activities of AHAI. In the event AHAI is dissolved, the Board shall pay, satisfy and discharge all liabilities and obligations of AHAI or make adequate provisions therefor and distribute all remaining assets of AHAI to an organization or organizations engaged in activities substantially similar to those of AHAI and organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at that time qualify as an exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1954 (or corresponding provisions of future laws)

ARTICLE 15 AMENDMENTS

15.0 These Bylaws may be altered, amended, or repealed, and new Bylaws may be adopted, at the Annual Meeting or a Special Meeting of the Members as follows. A two-thirds vote in favor of the amendment is cast by the Affiliate Organizations, taken consistent with Article 4 of these Bylaws at a Members Meeting in which a quorum was present as provided in Article 4 of these Bylaws. In order for a vote on any such amendment to be held, each proposed amendment must first be submitted in writing to the President as least thirty (30) days prior to the Members meeting. No proposed amendment shall be eligible for presentation or vote at a Members meeting unless it shall have been submitted within this time frame. The Board shall then decide whether to recommend its adoption at the next Annual Meeting or to call a Special Meeting for the purpose of consideration of amendments. The proposed amendment shall be published by the Board at least fourteen (14) days prior to such a meeting, along with the Board's recommendation on whether it should be adopted.