

**AMENDED & RESTATED BYLAWS OF  
St. Viator Lions Hockey Club  
An Illinois Not For Profit Corporation**

**ARTICLE I**

Name, Principal Office, and Corporate Seal

The name of the Club is St. Viator Lions Hockey Club, an Illinois not for profit corporation (hereinafter "Club") under the Illinois General Not For Profit Act of 1986 (hereinafter the "Act"). The Club's principal office shall be designated from time-to-time by the Board of Directors. The Club shall not be required to have a corporate seal.

**ARTICLE II**

Purposes

- 2.1 The Club is organized and operated exclusively for charitable, religious, scientific, literary or educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations described under §501(c)(3) of the Internal Revenue Code as it now exists or as it may hereafter be amended ("Code") and the Treasury Regulations as they now exist or may hereafter be amended (the "Regulations");
- 2.2 To develop student athletes to compete and win at the highest levels within the State of Illinois;
- 2.3 To provide opportunities at every level within the organization to grow and prepare student athletes as best as possible for hockey opportunities which lie beyond high school; and
- 2.4 To do all things authorized by the Act.

**ARTICLE III**

Restrictions

- 3.1 ment of Income. No part of the net earnings of the Club shall inure to the benefit of any Member, Director, Officer, or other private person, except that the Club shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Club, and to make payments and distributions in furtherance of the purposes set forth herein. No Member, Director, Officer, or any private person shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the Club.
- 3.2 Legislative or Political Activities. No substantial part of the activities of the Club shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Club shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

- 3.3 Operational Limitations. Notwithstanding any other provision of these articles, the Club shall not carry on any activities not permitted to be carried on (a) by a Club exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code, or (b) by a Club, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code.
- 3.4 Loans. The Club shall not make loans to any Member, Director, Officer, employee or agent of the Club. No Member, Director or Officer may borrow money or pledge any corporate asset as security for loans without the prior express authorization of the Board of Directors.

## **ARTICLE IV**

### **Members**

- 4.1 Member. The term Member refers to the parent(s) or legal guardian(s) of a rostered player (hereinafter “Player”) and shall collectively be referred to as “Member Family.” There may be more than one Player per Member Family. Unless otherwise noted, the term “Member” shall mean Member in good standing. Except as permitted by Section 13.7, Players must attend St. Viator High School.
- 4.2 Players Per Household Rule. For matters brought before the Membership for a vote, each Member Family shall be entitled to one vote per Player of the Member’s Family. For example, where there are two Players in a Member Family, that household is entitled to two votes.
- 4.3 Annual Member Meeting. The Members shall meet at least once annually at a time, no later than six months after the end of the Club’s fiscal year, at such time and place as may be fixed by resolution of the Board without other notice than such resolution.
- 4.4 Special Member Meetings. The President or any two Directors may at any time call or request that a Special Member Meeting be held. Special Member Meetings may also be called by one tenth (1/10) of the Members or their duly authorized proxies. The Players Per Household Rule shall not apply in determining whether one tenth (1/10) of the Members or their duly authorized proxies have called a Special Member Meeting.
- 4.5 Notice. Written notice stating the place, date, and hour of any meeting of the Members shall be delivered to each Member entitled to vote at such meeting not less than five (5) days prior to such meeting, or in the case of the removal of one or more voting, rather than ex-officio, Directors or a merger, consolidation, dissolution or sale, lease, or exchange of assets, not less than twenty (20) days prior to such meeting. In the case of a Special Member Meeting or when required by the Act or these Bylaws the purpose for which the meeting is called shall be stated in the notice. If mailed by United States mail, such notice shall be deemed to be delivered when it is deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If sent by electronic mail, such notice shall be deemed to be delivered on the day following transmission.

- 4.6 Quorum. A quorum for the transacting of business at any meeting of the Members shall be one tenth (1/10) of the Members or their duly authorized proxies. The Players Per Household Rule shall not apply in determining whether a quorum is present at any meeting of the Members.
- 4.7 Proxy Voting. Except in the case of Officer elections, Members may designate another Member as voting proxy so long as notice of such proxy is given to the Secretary or another Officer prior to the commencement of any vote. Proxies shall act in accordance with the terms set forth in the proxy notice.
- 4.8 Right to Request. Members may request that a specific matter be taken up at a Board meeting by notifying the President via e-mail at least five (5) days prior to the meeting. The President will have the discretion to take up the matter at the next Board meeting unless the President has received such notification by at least one third (1/3) of Members, in which case the matter must be taken up at the next Board meeting. The Players Per Household Rule shall apply in determining whether one third (1/3) of Members have requested the same.
- 4.9 Suspension & Revocation. Membership may be suspended or revoked by majority act of the Board or of the Rules and Ethics Committee. Suspensions or revocations of Membership made by either body are binding upon the Members.

## **ARTICLE V**

### **Board of Directors**

- 5.1 General Powers. The day-to-day affairs of the Club shall be managed by the Board of Directors (hereinafter the "Board").
- 5.2 Number; Tenure; & Qualifications. The Board shall consist of not less than five (5) and not more than eleven (11) Directors. Five (5) Directors, consisting of the elected Officers of the Club, shall have the power to bind the Club and shall serve as voting Directors. The remaining Directors, including the Athletic Director, Hockey Director, Team Manager, Web Manager, Equipment Manager, and Coaching Manager shall serve as ex-officio non-voting Directors.

The President, Vice-President, Secretary, and Director of operations shall each serve a two (2) year term with staggered elections set forth in Section 7.3. The Treasurer shall serve a three (3) year term. The Hockey Director shall serve the term fixed in their independent contract. The Athletic Director shall serve so long as he/she is acting as Athletic Director of St. Viator High School.

- 5.3 Method of Selection.
- a. Voting Directors. Prior to each election cycle, the Secretary shall solicit prospective candidates to fill any upcoming Officer vacancies under Section 7.4. Elections to fill such vacancies shall be held in accordance with Article 6.

b. Ex-Officio Directors.

- i. Athletic Director. The Athletic Director shall be the Athletic Director of St. Viator High School.
- ii. Hockey Director. Toward the end of the Hockey Director's contract, if the Hockey Director's contract is not up for renewal, the Board shall appoint a Nominating Committee consisting of at least two Directors. The Nominating Committee shall solicit and recommend candidates to the Board. The candidates for Hockey Director shall be presented at the next Regular Board Meeting where the Board, by act of majority, shall contract a Hockey Director.
- iii. Managers. Managers may be appointed by majority act of the Board.

5.4 Hockey Director. The Hockey Director's primary role is to oversee the Coaching Staff and any other independent contractors retained by the Club. The Hockey Director shall continuously evaluate the performance of the Coaching Staff. The Hockey Director is also responsible for negotiating the contracts of the Coaching Staff and any other independent contractor. The Hockey Director shall provide recommendations to the Board regarding whether to join or leave a league and shall assist the Director of Operations in ensuring that athletic trainers are available as needed.

5.5 Managers. The responsibilities of Managers are as follows:

- a. Team Manager. The Team Manager's primary role is to ensure the required staffing of off-ice game officials including but not limited to security personnel, clock operators, penalty box attendant(s), and photographers/videographers. The Team Manager is also responsible for the collection or distribution of information regarding team matters and to assist in providing travel accommodation. The position of Team Manager may be assumed by the Varsity Coach.
- b. Web Manager. The Web Manager's primary role is to ensure that the Club website is functional and that it is maintained and updated to reflect current information. The Web Manager is also responsible for maintaining accurate schedules, providing accurate and timely dissemination of Club information and registration details, and ensuring submission and confidential retention of Players' birth certificates.
- c. Equipment Manager. The Equipment Manager's primary role is to ensure that all Players and coaches are suitably outfitted in the Club's required uniforms for all activities. The Equipment Manager shall ensure that each Player is outfitted with game uniforms, practice uniforms, workout attire, warm-up attire, and hockey gear bags. The Equipment Manager shall ensure that each Coach is outfitted with bench jackets, coats, and warm-up attire. The Equipment Manager is also responsible for working with Club vendors to provide reasonably priced quality products to the

Club, maintaining sufficient inventory, collecting sizing information, assigning Player jersey numbers, and ensure compliance with the use of logos and branding in all uniforms and attire.

- d. Coaching Manager. The Coaching Manager's primary role is to ensure the continued development of student athletes and to recommend the hiring, retention, and firing of all coaches. The Coaching Manager is also responsible for ensuring that all coaches maintain professional credentials, and qualifications required to coach hockey in the State of Illinois or any other league, tournament, or showcase. The Coaching Manager must ensure that all background checks of Coaching Staff and independent contractors required by the State of Illinois, AHAI, and this Club are conducted. The position of Coaching Manager may be assumed by the Hockey Director.

- 5.6 Annual Board Meeting. The Board shall hold an Annual Board Meeting each year for the purpose of transacting any proper business, at such time and place as may be fixed by resolution of the Board without other notice than such resolution.
- 5.7 Regular Board Meetings. The Board may hold additional Regular Board Meetings at such time and place as may be fixed by resolution of the Board without other notice than such resolution.
- 5.8 Special Board Meetings. Special Board Meetings may be called by any Director upon the consent of a majority of the Club's Officers.
- 5.9 Notice. Notice of any Special Board Meeting shall be given at least ten (10) days prior thereto by written notice to each Director at the United States mail or electronic mailing address shown for such Director in the records of the Club. If mailed by United States mail, such notice shall be deemed to be delivered when it is deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If sent by electronic mail, such notice shall be deemed to be delivered on the day following transmission.

Notice of any Special Board Meeting may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business. Neither the business to be transacted at, nor the purpose of, any Regular or Special Board Meetings need be specified in the notice or waiver of the notice of such meeting.

- 5.10 Quorum. A quorum for transacting of business at any meeting of the Board shall be a majority of the voting Directors then in office.
- 5.11 Manner of Acting. The act of a majority of voting Directors attending a meeting at which a quorum is present shall be the act of the Board, unless the act of a greater number is required by the Act, the Articles of Incorporation, or these Bylaws.

5.12 Resignation. A Director may resign at any time by giving written notice to the President or the Secretary. Unless otherwise specified in such notice, any resignation shall take effect upon its receipt.

5.13 Removal. Directors serving as voting Directors may be removed by an affirmative vote of two-thirds (2/3rds) of the Members present. Ex-officio non-voting Directors serve on the Board by virtue of holding a designated office or position. If an ex-officio non-voting Director ceases to hold that office or position that confers the status of Director, that person shall be deemed automatically removed from the Board, effective as of the date they no longer hold such office or position. No further action by the Members shall be required to effectuate such a removal.

Notice of at least twenty (20) days shall be given to the Members entitled to vote on the removal of a voting Director and shall state that a purpose of the meeting is to vote upon the removal of said Director. Where proper notice has been given that the Director is subject to removal, the lack of quorum shall not be cause to delay or postpone the meeting.

5.14 Vacancies.

a. Voting Directors. Vacancies occurring in any voting Director seat may be filled by appointment or election, depending on the remaining term of the vacant office. Where the remaining term of the office does not exceed one (1) year, the majority of remaining Directors serving as voting Directors shall appoint an eligible person. Where the remaining term of the office exceeds one (1) year, the President shall call a Special Member Meeting and elections held in accordance Article Seven.

b. Ex-Officio Directors. Vacancies occurring in any ex-officio Director seat, except for the Athletic Director, may be filled in the same manner as described under Section 5.3(b)(ii) and (iii). If, in the interest of time, a vacancy must be filled expeditiously, the President shall call a Special Board Meeting to fill the vacancy.

5.15 Compensation. No Director, other than the Hockey Director under independent contract, shall receive compensation for their services as a Director. Directors may be reimbursed for any expenses incurred for the attendance of a meeting of the Members, Board, or any committee. The amount of compensation the Hockey Director will receive shall be fixed from time to time by majority act of the Board.

## **ARTICLE VI**

### Officers, Employees, and Agents

6.1 Number, Tenure, and Qualifications. The number of Officers shall be five (5). Offices of the Club shall include a President, a Vice President, Treasurer, Secretary, and Director of Operations.

- 6.2 President. The President shall be the principal executive Officer of the Club. The President shall oversee the business affairs of the Club and ensure that the resolutions and directives of the Board are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board. In general, the President shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board.
- 6.3 Vice-President. The Vice-President shall assist the President in the discharge of their duties as the President and shall perform such other duties as from time to time assigned to the Vice-President 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 shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall contact individuals proposed by the Nominating Committee for appointment to the Board or to the positions of Hockey Director or Varsity Coach to ascertain their interest and availability to serve.
- 6.4 Treasurer. The Treasurer shall be the principal accounting and financial Officer of the Club. The Treasurer shall:
- a. Have charge of and be responsible for the maintenance of adequate books of account for the Club; and
  - b. Have charge and custody of all funds and securities of the Club, and be responsible therefor, and for the receipt and disbursement thereof; and
  - c. Perform all the duties incident to the office of Treasurer and other duties as from time to time that may be assigned by the President or the Board.
- 6.5 Secretary. The Secretary shall record the minutes of the meetings of the Board in one or more books provided for that purpose. The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law. The Secretary shall act as a custodian of the records of the Club and of the seal of the Club. The Secretary is also responsible for maintaining a register of the e-mail address of each Member and to perform all duties incident to the office of Secretary and such other duties as from time to time that may be assigned by the President or the Board.
- 6.6 Director of Operations. The Director of Operations shall preside over the Rules and Ethics Committee, ensure that athletic trainers are available as needed at Club events, and assist in providing travel accommodation. The Director of Operations shall also be responsible for coordinating with the Hockey Director on the hiring of any on-ice officials as required.
- 6.7 Resignation. An Officer may resign at any time by giving written notice to the President or the Secretary. Unless otherwise specified in such notice, any resignation shall take effect upon its receipt.
- 6.8 Removal. Officers are subject to removal pursuant to Section 4.13 of these Bylaws.



## ARTICLE VII

### Elections

- 7.1 Majority of Members as Officers. Pursuant to the rules of AHAI, the majority of Officers holding office at any given time shall be Members of the Club. Ballots for ineligible candidates shall be voided and not counted.

For example, if a non-Member is elected Vice-President in a given election cycle and becomes the second non-Member among the Officers (where more than two (2) non-Member Officers would be impermissible), no vote cast for a non-Member, or the newly elected Vice-President, in the remainder of the Group B election cycle for Director of Operations, or Treasurer as applicable, would be counted.

- 7.2 Eligibility. Officer candidates must be non-Officers, be Officers with expiring terms of office, or be current off-cycle Office holders who by declaring their candidacy in the forthcoming election are forfeiting the remaining portion of their term upon the tallying of votes for their forfeited office and must inform the Secretary at least fourteen (14) days prior to the closing of solicitation of candidates for offices for the forthcoming election cycle.

For example, if the Vice-President after one (1) year of service decides to run for President during the forthcoming Group A elections, the Secretary will announce the upcoming vacancy and conduct Group A elections for President for a full two (2) year term, Vice-President for the remaining term of one (1) year, Secretary for a full two (2) year term, and, if appropriate, Treasurer for a full three (3) year term.

- 7.3 Staggered Elections. Elected Officers shall be divided into three (3) election groups: Group A, Group B, and Treasurer. Group A shall consist of the President and Secretary and be elected in the Spring of even numbered years. Group B shall consist of the Vice-President and Director of Operations and be elected in odd numbered years. Group A and Group B Officers shall serve overlapping and staggered two (2) year terms. The Treasurer shall serve a three (3) year term whose election will be held simultaneously and alternatingly with either Group A or Group B elections.

- 7.4 Notice of Election. The Secretary will notify all Members and Officers of any vacancies up for election in the next election cycle. Such notice shall be sent electronically to the e-mail addresses of all Members as reflected in the records of the Club by April 3<sup>rd</sup>. The notice should include the list of available offices, the electable term of said office, a reference to these Bylaws, a solicitation to become a candidate for any office, and the deadline to reply to the Secretary to declare one's candidacy. The deadline to receive such a solicitation shall be April 10th.

- 7.5 Candidate Materials. Prospective candidates shall have the right to have the Secretary distribute election related materials once per election cycle. Such materials shall include a disclaimer by the Secretary that such materials are being distributed on behalf of the candidate(s) and that the Secretary, the Board, nor the Club endorse any specific



candidate(s). Such materials must be received by the Secretary by April 13th and distributed to the Membership by April 15th.

- 7.6 Timing & Vote Counting. The Secretary may open voting any time after all candidate materials have been distributed, but no later than April 20th. The Secretary shall close voting and tally all votes at 5:00 p.m. on April 30th. The Secretary shall tally votes for offices in the following office priority: President, Vice-President, Treasurer, Secretary, and Director of Operations as is applicable in an election cycle. The Secretary shall immediately publish the results of the election. Newly elected Officers shall assume their roles immediately.
- 7.7 Reelection. Reelection is permissible with no limits to the number of terms sought, provided that all limitations set forth within this Article are followed.
- 7.8 Voting Eligibility and Proxies. All Members are eligible to vote in accordance with the Players Per Household Rule. Proxy voting is not permitted in Officer elections.
- 7.9 Electronic Voting. Elections will be conducted electronically by the Secretary. The Secretary shall, to the extent reasonably possible, maintain election integrity including maintaining the anonymity of the Members and their votes.

## **ARTICLE VIII**

### **Coaching Staff**

- 8.1 Continuity of Operations. The Club shall hire, retain, and fire as needed a Hockey Director, Varsity Coach, Junior Varsity Coach, and Assistant Coaches (collectively “Coaching Staff”) as independent contractors. The Club shall take good care to ensure that the positions of Hockey Director and Varsity Coach are filled prior to each season.
- 8.2 Varsity & Junior Varsity Coach. The Varsity Coach shall act as the Head Coach of the Club. In general, the Varsity and Junior Varsity Coaches shall discharge all duties incident to their position as coaches and such other duties as may be prescribed by the Hockey Director. The position of Junior Varsity Coach may be assumed by the Varsity Coach.
- 8.3 Assistant Coaches. The Assistant Coaches are responsible for any task delegated to them by the Varsity or Junior Varsity Coach, depending on which team the Assistant Coach is assisting.
- 8.4 Other Contractors. The Board reserves the right, through the actions and oversight of the Hockey Director and Varsity Head Coach, to hire, retain, and fire as needed any on or off-ice contractors to ensure continuity of operations.
- 8.5 Compensation. The amount of compensation any independent contractor will receive shall be fixed from time to time by majority act of the Board. Independent contractors may be reimbursed only for reasonable travel and accommodation expenses.

## **ARTICLE IX**

### **Organization and Structure**

- 9.1 **Member Controlled.** The Club is run by its Members exclusively through the actions of its elected Officers. At the highest level, the Members, collectively, have ultimate control over the Club. Operationally, the Club is controlled by the Officers acting as voting Members of the Board.
- 9.2 **Delegation.** The Board may assign responsibilities to independently contracted persons as permitted by their contracts. Further, the Coaching Staff may utilize the Managers as necessary to facilitate their duties and responsibilities.
- 9.3 **Organizational Structure.** The organizational structure of the Club is simplified and summarized in Exhibit A of these Bylaws. If the language of these Bylaws conflicts with Exhibit A, the language of these Bylaws shall control over Exhibit A. Exhibit A is intended only for illustrative purposes only.

## **ARTICLE X**

### **Committees**

- 10.1 **Standing & Ad Hoc Committees.** The Board may appoint, through these Bylaws and by resolution of the Board, various permanent and ad hoc committees. Except in the case of a Nominating Committee appointed for the purpose of electing, nominating, or qualifying Directors, committees shall consist of at minimum two Directors. The Chair of each committee will be appointed by and report to the President.
- 10.2 **Rules & Ethics Committee.** The Club shall maintain, as a standing committee, a Rules and Ethics Committee (hereinafter “R&E”) subject to the following:
- a. **Composition.** The R&E shall consist of the Director of Operations, acting as Chair, and such other individuals as approved by the Board. The Director of Operations and the President shall present candidates to the Board for approval. The committee shall not have a set number of Members but should be large enough to include a diverse and knowledgeable group of individuals, while being small enough to operate efficiently. The quality of the individuals shall be paramount over the number chosen. The committee shall set its own rules for operation. Committee Members need not be Members. Past Members and individuals drawn at large from the greater community may be selected for their knowledge, passion, and commitment to the Club.
  - b. **Duties & Functions.** The R&E shall have a duty of confidentiality and only discloses committee business, investigations, or findings to the extent necessary to effectuate its core functions. The committee shall have two (2) core functions. These core functions are internal and external. In its capacity as an arbiter, the committee shall function internally to resolve disputes between individuals affiliated with the Club, including its contracted coaches and Director(s), Members,

and players. In its internal role the committee shall be empowered to investigate, deliberate, and adjudicate matters before it. In its external role as advocate, the committee shall act in its discretion for the Club, including its contracted coaches and Director(s), Members, and players against and in defense of allegations brought by external organizations.

- 10.3 AHAI Committee. The Club shall maintain, as a standing committee, an AHAI Committee consisting of the AHAI required permanent positions of Registrar and Referee Coordinator. The appointed Chair of the AHAI Committee shall serve as the Registrar. The President shall also appoint another person to the committee to serve as Referee Coordinator.
- 10.4 Ad Hoc Committees. The following ad hoc committees may be appointed by the Board:
- a. Nominating Committee;
  - b. Player Evaluation Committee;
  - c. Philanthropy Committee;
  - d. Fundraising Committee;
  - e. Media Relations Committee;
  - f. Senior Night Committee;
  - g. Banquet Committee; and
  - h. Spirit-Wear Committee.
- 10.5 Nominating Committee. A Nominating Committee shall be appointed to solicit candidates and set up interviews for vacancies occurring in the positions of Hockey Director or Varsity Coach. Nominating Committees must consist of at least two Directors.
- 10.6 Player Evaluation Committee. A Player Evaluation Committee shall be appointed by the Board at the end of each hockey season for the purpose of conducting required Player evaluations.

## **ARTICLE XI**

### Contracts, Checks, Deposits, and Funds

- 11.1 Contracts & Instruments. The Board may authorize any Officer or agent of the Club to enter any contract; to execute and deliver any instrument; or to sign checks, drafts, or other orders for the payment of money, notes, or other evidence of indebtedness in the name of and on behalf of the Club. In the absence of a Board resolution stating otherwise, such contracts and instruments shall be signed by the Treasurer and President or the Vice President.
- 11.2 Deposits. All funds of the Club shall be deposited from time to time to the credit of the Club in such banks, trust companies, or other depositories as the Board may select.
- 11.3 Donations. The Board may accept on behalf of the Club any contribution, gift, bequest, or devise for the general purpose or for any special purpose of the Club, except that no gift

shall accepted that is conditioned on any provision that is in violation of any rule or law for which the Club might be subjected to, including the Club's Charity Policy.

## **ARTICLE XII**

### **Indemnification and Insurance**

- 12.1 **Indemnification In Actions Other Than By Or In The Right Of The Club.** The Club may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Club) by reason of the fact that he or she is or was a Member, Director, Officer, employee, or agent of the Club, or is or was serving at the request of the Club, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such 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 the Club and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Club or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.
- 12.2 **Indemnification In Actions By or In the Right of the Club.** The Club may indemnify any person who was or is a party or is threatened, pending, or completed action or suit by or in the right of the Club to procedure a judgment in its favor by reason of the fact that such person is or was a Member, Director, Officer, employee, or agent of the Club, or is or was serving at the request of the Club as a Member, Director, Officer, employee, or agent of another Club, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests in the Club, provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Club, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.
- 12.3 **Right to Payment of Expenses.** To the extent that a Member, Director, Officer, employee, or agent of the Club has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in Sections 12.1 and 12.2 of this Article, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses

(including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

- 12.4 Determination of Conduct. Any indemnification under Sections 12.1 and 12.2 of this Article (unless ordered by a court) shall be made by the Club only as authorized in the specific case, upon a determination that the indemnification of a Member, Director, Officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 12.1 or 12.2 of this Article. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding; (b) if such a quorum is not obtainable, or even if obtainable, of a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion; or (c) by the members entitled to vote, if any.
- 12.5 Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Club in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Member, Director, Officer, employee, or agent to repay such amount, unless it shall ultimately be determined that he contendere or she is entitled to be indemnified by the Club as authorized in this Article.
- 12.6 Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.
- 12.7 Insurance. The Club may purchase and maintain insurance on behalf of any person who is or was a Member, Director, Officer, employee, or agent of the Club, or who is or was serving at the request of the Club as a Member, Director, Officer, employee, or agent of another Club, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Club would have the power to indemnify such person against such liability under the provisions of this Article.

### **ARTICLE XIII**

#### **General Provisions**

- 13.1 Fiscal Year. The fiscal year of the Club shall begin January 1<sup>st</sup> and end on the last day of December in each year.
- 13.2 Books and Records. The Club, at its registered office, shall keep correct and complete books and records of account and shall keep minutes of the proceedings of the Members,

Board, and its committees. Officers and their contact information shall be listed on the Club website and shall be updated as necessary.

- 13.3 Waiver of Notice. Whenever any notice is required to be given under the Act or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.
- 13.4 Action by Unanimous Consent. Any action that the Members or the Board or its committees are authorized to take may be taken without a meeting if all Members, Directors, or committee members entitled to vote provide unanimous written consent. Such an action shall be the act of the Members or the Board or that committee provided that it is filed in the Club's minutes. Such an action shall have the same force and effect as if the same had been passed at a properly called meeting.
- 13.5 Meetings by Electronic Means. Any meeting of the Members or the Board or its committees may be conducted electronically in accordance with the Act. Electronic notice, waiver of notice, records, and signatures shall also be permitted in accordance with the Act. In-person attendance at meetings of the Club shall be preferred.
- 13.6 Conflict of Interest. The Club shall implement and maintain a conflict-of-interest policy that applies to all Members, Directors, Officers, committee members, employees, and agents. This policy will comply with the requirements of the Act and mandate that all Directors, Officers, employees, and agents of the Club sign an acknowledgement that they understand the policy and will conduct themselves accordingly.
- 13.7 AHAI Goalie Pool. If at the start of the fall hockey season the Club does not have enough Players to play the position of goalie, the Hockey Director may petition the Board to approve obtaining a goalie from a high school that is not St. Viator High School by way of the AHAI Goalie Pool. The Board may approve such a proposal by majority act subject to the following conditions: (i) the Athletic Director has consented, (ii) the proposed goalie and their parent(s) or legal guardian(s) have met with the Athletic Director, (iii) the proposed goalie may only be rostered for the fall season, and (iv) the proposed goalie and their parent(s) or legal guardian(s) have agreed to comply with the same rules and regulations which apply to any other Player or Member. This Section is strictly limited to the position of goalie.

## **ARTICLE IX**

### Amendments

- 14.1 Amendment of Bylaws. Amendments to these Bylaws may be proposed by any Director. The proposed amendment shall be delivered to all Directors at least five (5) days in advance of any meeting at which the amendment shall be considered unless the Board of Directors waives this requirement. Any amendment to these Bylaws must be adopted by a two-thirds vote of the Board of Directors.



- 14.2 Reorganization; Articles of Incorporation. Any action to reorganize the Club, or to amend or modify the Articles of Incorporation, must be taken in compliance with the Act, must be adopted by a two-thirds vote of the Board of Directors and shall not permit any purposes that are contrary to the provisions of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

## **ARTICLE XV**

### Dissolution

- 15.1 Dissolution. Upon the dissolution of the Club, the Board of Directors shall distribute the assets of the Club in the following order of priority: (i) assets received by the Club for specific uses or purposes must be distributed in furtherance of such uses or purposes; (ii) costs and expenses of the dissolution proceedings, including attorney fees and disbursements; (iii) debts, obligations and liabilities of the Club; and (iv) all remaining assets shall be distributed in furtherance of the purposes of the Club to other similarly situated organizations that at the time qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code.

NOW, THEREFORE, I, the undersigned, do hereby certify that the above stated Bylaws were approved by the Members of the St. Viator Lions Hockey Club on \_\_\_\_\_, 2025, in accordance with the then existing procedures set forth in the Club's Bylaws.

\_\_\_\_\_  
Authorized Officer's Signature

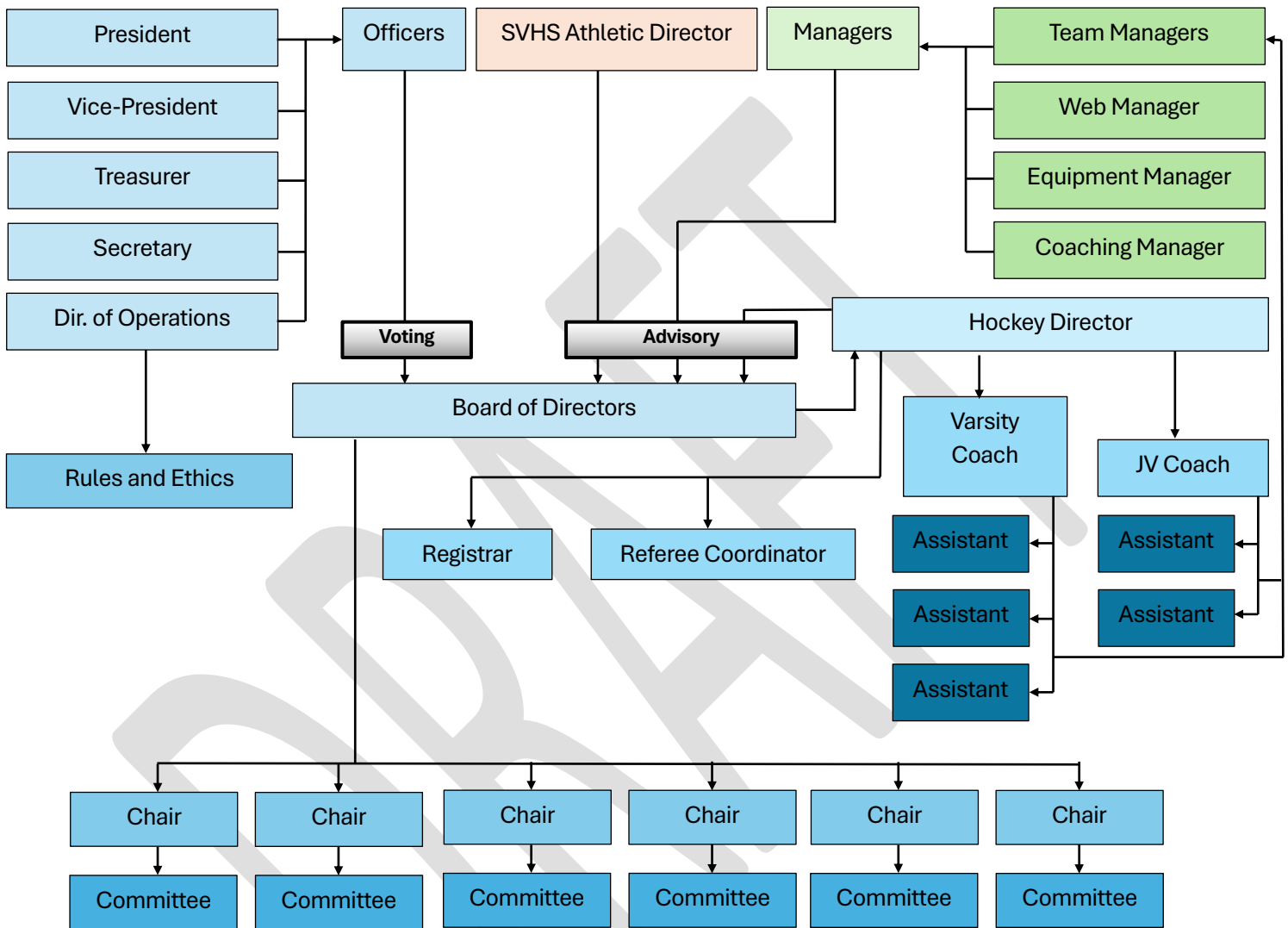
\_\_\_\_\_  
Name & Title

Date: \_\_\_\_\_

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*[Exhibit A follows on the next page]*

**EXHIBIT A**  
**Organizational Structure**



*[Intended for illustrative purposes only]*

*[Language in the Bylaws shall control]*