

BY-LAWS
OF
CARRIAGE CLUB HOCKEY ASSOCIATION

Adopted as of January 1, 2011

Amended and Restated as of September 19, 2011

ARTICLE 1. MISSION, VISION AND VALUES

The purpose and mission of Carriage Club Hockey Association (“CCHA” or the “Association”) is to promote safe, youth hockey at the Carriage Club, a Missouri nonprofit corporation in Kansas City, Missouri, and to promote good sportsmanship among all participants, players, coaches and parents. In promoting this mission we are guided by the following vision and values:

Section 1.1 Safe Environment. Protecting the health and safety of our players, volunteers, spectators and referees is an important consideration of CCHA. We continually develop and improve our safety plans to promote and encourage safe behavior and to eliminate unsafe conditions.

Section 1.2 Even Play Time. Our program is recreational and we want children to enjoy an even amount of playing time. Accordingly, we require that every player on every team play at least one-third of every game, provided there are not more than three lines of players. Goalies are excepted.

Section 1.3 Balanced Teams. Each season we adjust the teams to the degree possible and we balance the teams and encourage the coaches to balance their teams as best as they can because we believe that recreational hockey is more fair and more fun when teams of equal ability play one another.

Section 1.4 Open Registration. Our youth program is open to all Carriage Club members’ children between 4 and 16 years of age who want to register and play hockey. Interest and enthusiasm are the only criteria for playing.

Section 1.5 Positive Coaching. We promote positive coaching and player encouragement which provide for greater enjoyment by the players, a more fulfilling coaching experience and which ultimately leads to better-skilled and more strongly-motivated athletes.

Section 1.6 Good Sportsmanship. We strive to create a positive environment based on mutual respect rather than a “win-at-all-cost” attitude. Our program is designed to instill good sportsmanship in every facet of youth hockey.

ARTICLE 2. PURPOSES AND RESTRICTIONS

The purposes of the Association are the non-profit purposes stated above, as may be amended from time to time. No part of the net earnings of the Association shall inure to the benefit of, be distributed to, or revert to, any director, officer, contributor or other private individual having any personal or private interest in the activities of the Association, except that the Association may pay reasonable compensation for services rendered and make payments and distributions in furtherance of the non-profit purposes stated above.

ARTICLE 3. OFFICES

The principal office of the Association shall be located in Jackson County, Missouri.

ARTICLE 4. DIVISION OF CARRIAGE CLUB, INC.

The Association is a division of Carriage Club, Inc., a Missouri non-profit corporation. Accordingly, the Association shall be governed by an independent Board of Directors elected as provided below.

ARTICLE 5. BOARD OF DIRECTORS, MEETINGS

Section 5.1 General Powers. The affairs of the Association shall be managed by a Board of Directors.

Section 5.2 Number. The number of Directors constituting the Board of Directors shall be as fixed from time to time by the sole member, consisting of not less than 3 and not more than 20 persons.

Section 5.3 Term and Election of Directors. The term of office for a Director shall be three years, and to the extent practical, taking into account increases or decreases in the number of Directors, one-third of the Board of Directors shall be elected each year. The Directors shall be elected by secret ballot by the registered USA Hockey Members at Carriage Club, namely, the registered coaches and players participating in youth hockey at Carriage Club, as required by USA Hockey and the Midwest Amateur Hockey Association. Any Director may succeed himself or herself for up to two additional terms (9 years total) but shall thereafter take one year off before rejoining the Board for another term. Elections shall occur in the summer or fall, preceding the annual meeting of the Board of Directors, with the Directors so elected filling the place of Directors whose terms have expired. Director elections may also occur at other times of the year to flexibly accommodate the replacement of existing or the addition of new Board members.

Section 5.4 Annual Meetings. The Annual Meeting of the Board of Directors shall be held annually in the summer or fall at such place and such time as designated by the Chairman of the Board of Directors. The Annual Meeting shall be held for the purpose of electing new officers and for planning the upcoming hockey season for transacting other business as may

come before the Board. Newly elected officers shall participate in the meeting immediately upon their election.

Section 5.5 Meetings. Regular meetings of the Board shall be held at least two (2) times a year, including the Annual Meeting. The time and place of the meetings shall be set by the Chairman of the Board.

Section 5.6 Special Meetings. Special Meetings of the Board may be called by the Chairman or by any three Directors.

Section 5.7 Participation by Consent. Any action that may be taken by the Board may be taken without a meeting if all Board members consent in writing, setting forth the action so taken, and the consent is signed by all members of the Board.

Section 5.8 Notice. Notice of all meetings shall occur at least one day in advance of the meeting and may occur by email, mail, or fax. Information regarding the business to be transacted and the purpose of a regular or a special meeting shall be transmitted with the notice.

Section 5.9 Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 5.10 Manner of Acting. The act of a majority of the Directors present at a meeting of the Directors at which a quorum is present shall be considered an act of the Association.

Section 5.11 Removal and Resignation. Any Director may resign at any time by giving written notice to the Board of Directors. The acceptance of such resignation shall not be necessary to make it effective. Any Director may be removed, with or without cause, by the vote of a majority of the full Board. Any such resignation or removal shall take effect at the time specified in the notice of resignation or removal action, as the case may be.

Section 5.12 Vacancy. A vacancy in the Board of Directors because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

ARTICLE 6. OFFICERS AND VOTING

Section 6.1 Number and Election. The officers of the Association shall be a Chairman of the Board/President, a Director of Coaching, several Vice Presidents (Risk/Compliance, Referees, Facilities, and Registration), a Secretary, a Treasurer, and such other officers, including a President-elect, as the Board deems appropriate from time to time. An officer may hold several titles. The officers shall be chosen from the members of the Board of Directors. The officers shall be elected annually at the Annual Meeting of the Board. Such officers shall hold office at the pleasure of the Board until their successors are elected at the next Annual Meeting.

Section 6.2 Removal and Resignation. Any officer may be removed, with or without cause, by the vote of a majority of the full Board at any meeting of the Board. Any officer may

resign at any time by giving written notice to the Board. Any such removal or resignation shall take effect at the time specified in the resolution or written notice, or if no time is specified, at the time the Board receives notice. The acceptance of a resignation shall not be necessary to make it effective.

Section 6.3 Vacancy. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 6.4 Chairman of the Board. The Chairman of the Board shall establish the agenda for each meeting of the Board of Directors, shall preside over each meeting and shall have such other duties, powers and authority as is typically conferred on a board chairperson. The Chairman of the Board may be the same person as the President of the Association, but does not have to be.

Section 6.5 President. The President shall be the chief executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. The President shall have the power to transact all of the usual, necessary and regular business of the Association as may be required and, subject to prior authorization of the Board as may be required by the Bylaws, may execute such contracts, deeds, bonds, and other evidence of indebtedness, leases, and other documents as shall be required by the Association. The President shall also have such other duties as may be assigned by the Board.

Section 6.6 Director of Coaching. The Director of Coaching shall be responsible for the recruitment, selection and development of coaches, coaching instruction and clinics, and a consistent incremental curriculum between Atoms and Bantams, such that players develop and build on proper skating, stick-handling and shooting techniques as they progress through the various age levels of CCHA.

Section 6.7 Vice Presidents. The Vice Presidents shall organize CCHA's volunteers to administer and oversee CCHA's referees, facilities, risk/compliance and insurance matters, and registration and enrollment and shall otherwise conduct CCHA's affairs subject to Board oversight and supervision.

Section 6.8 Secretary. The Secretary shall record and preserve the minutes of the meetings of the Board, shall keep proper books and records, shall provide notices of all meetings to the Board, and shall perform all other duties incident to the office of Secretary. The Secretary shall also have such other duties as may be assigned by the Board.

Section 6.9 Treasurer. The Treasurer shall have charge and custody of and be responsible for the safe-keeping of all funds of the Association. The Treasurer shall serve as CCHA's chief financial officer. The Treasurer shall apply common accounting principles such that CCHA's financial statements fairly present CCHA's financial condition. The Treasurer shall prepare and periodically present comparative financial statements to the Board. The Treasurer shall prepare an annual operating budget for approval by the Board at the annual meeting. The Treasurer shall also have such other duties as are customary for the office of Treasurer and such other duties as are assigned by the Board.

Section 6.10 Email Voting. USA Hockey Members (the registered coaches and players participating in youth hockey at the Carriage Club) and the Directors may vote by email on matters that arise in between meetings if the Chairman of the Board calls for such vote by email. The matter subject to vote shall be clearly articulated to the USA Hockey Members or to the full Board, as appropriate, by email and the Chairman of the Board shall direct that the USA Hockey Members or the Directors reply to the full Board group. If any 10 USA Hockey Members, or any three Directors, respectively, feel the matter requires more detailed discussion, such USA Hockey Members or Directors may reply to the email to that effect in which case the matter shall be tabled until the next opportunity for the USA Hockey Members or the Board to discuss the matter in person or by phone.

ARTICLE 7. COMMITTEES

Section 7.1 General. Committees of the Association shall be standing or ad hoc. Each Committee shall exercise such powers and carry out such functions as are set forth in these bylaws or as otherwise delegated by the Board. The Chairman of the Board shall appoint the chairperson and members of each Committee, subject to approval of the Board, except as otherwise set forth in these Bylaws. Each Board member of the Association shall serve on a Committee. Persons who are not Board members of the Association may also be appointed to serve on Committees.

Section 7.2 Standing Committees. The following shall be the standing committees of the Association.

- a. Executive Committee
- b. Finance Committee
- c. Facilities Committee
- d. Referees Committee
- e. Coaching Committee
- f. Registration Committee
- g. Volunteer Coordination Committee
- h. Risk/Compliance/Screening Committee

Section 7.3 Executive Committee. The Executive Committee shall consist of the Chairman of the Board/ President, President-elect (if appointed), Secretary, Treasurer, Director of Coaching and such other Board members deemed appropriate by the Chairman of the Board. The Executive Committee shall be responsible for:

- (a) long-term and strategic planning;
- (b) site negotiations;
- (c) Board level matters in between meetings;
- (d) disciplinary matters; and
- (e) other important matters.

Section 7.4 Finance Committee. The Treasurer of the Association shall serve as the chairperson of the Finance Committee. The Finance Committee shall:

- (a) develop and present an annual operating budget for approval by the Board;
- (b) present and review CCHA's financial statements including comparative statements for prior periods and as compared to budget with the Board on a regular basis;
- (c) assist other Committees with budgets for their activities;
- (d) review and make recommendations for participation fees, etc.; and
- (e) oversee the independent review of CCHA's financial statements as deemed appropriate in the Board's discretion.

Section 7.5 Facilities Committee. The Facilities Committee shall:

- (a) inspect the rink and other facilities used by CCHA for needed repair and improvements;
- (b) work with the Finance Committee to develop an operating budget for maintenance, repair and improvements and oversee maintenance, repair and improvements to the facilities; and
- (c) optimize utilization of the rink and facilities through careful scheduling.

Section 7.6 Referees Committee. The Referees Committee shall:

- (a) identify a proper program for training and development of referees (including training manuals);
- (b) encourage CCHA players and participants to register, get trained and participate as referees; and
- (c) appoint a Referee Coordinator, who shall be responsible for the scheduling of referees for games.

Section 7.7 Coaching Committee. The Coaching Committee shall:

- (a) recruit parents of players and others to serve as coaches;
- (b) oversee coaching certification and compliance;
- (c) provide programming and resources for the education of coaches, including written materials and clinics; and
- (d) plan recognition and special events to demonstrate CCHA's appreciation for its volunteers and coaches.

Section 7.8 Registration Committee. The Registration Committee shall:

- (a) oversee the player registration process; and
- (b) with assistance from others, recruit coordinators for each division, train them and oversee team-building, coach recruitment and scheduling efforts for each division.

Section 7.9 Volunteer Coordination Committee. The Volunteer Coordination Committee shall:

- (a) recruit volunteers to serve on the Board, as officers and on committees;
- (b) recruit team managers and coaches; and
- (c) match volunteers with CCHA tasks based on interest and aptitude, recognizing that CCHA is primarily a volunteer league and that volunteers are the life-blood of the organization.

Section 7.10 Risk/Compliance/Screening Committee. The Risk/Compliance/Screening Committee shall:

- (a) investigate and assess internal and external risks presented by operations;
- (b) conduct background screening test on potential coaches and volunteers as appropriate;
- (c) monitor compliance with safety and other risk measures; and
- (d) recommend corrective action to address potential risk and compliance measures.

ARTICLE 8. GENERAL PROVISIONS

Section 8.1 Contracts, Instruments, etc., How Executed. Except as otherwise restricted in these Bylaws, the Board or Executive Committee may authorize any officer or officers, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and unless so authorized, no officer shall have any power or authority to bind the Association by any contract or instrument or to pledge its credit or to render it liable for any purpose or in any amount.

Section 8.2 Loans. No loans shall be contracted on behalf of the Association and no negotiable paper shall be issued in its name unless and except as authorized by the Board or Executive Committee in accordance with the provisions of these Bylaws.

Section 8.3 Deposits. All funds of the Association shall be deposited to the credit of the Association with such bank or banks as selected by the Board.

ARTICLE 9. CONFLICT OF INTEREST

Directors and officers shall disclose all known conflicts of interest involving contracts and transactions between the Association and one or more of its Directors or officers, or between the Association and any other Association, partnership, association or organization in which one or more of its Directors or officers are directors or officers, or have a financial interest. In addition to disclosing any such conflict of interest, Directors and officers who have a direct or indirect conflict of interest in any contract or transaction with the Association shall abstain from participating in the approval of any such contract or transaction.

ARTICLE 10. AMENDMENTS

The Bylaws may be amended from time to time by the Board of Directors of Carriage Club, Inc.

ARTICLE 11. INDEMNIFICATION

Section 11.1 General. To the fullest extent provided by Missouri law, the Association and the Carriage Club, Inc. shall defend, indemnify, and hold harmless each person who is or was a Director, officer, coach, employee, agent or volunteer of the Association (the “Indemnified Person”), including the heirs, executors, administrators, or estate of such person, against any liability, judgment, fine, amount paid in settlement, costs, and expenses, including reasonable attorneys’ fees, incurred by such person in his or her capacity, or arising out of his or her status as an Indemnified Person. The defense and indemnification provided under this provision shall not be exclusive of any other rights to which she or he may be entitled under any other bylaws or agreement, vote of disinterested Directors, or otherwise, and shall not limit any right that the Association may have to make different or further indemnification with respect to the same or different person or classes of persons.

Section 11.2 Limitations. No defense or indemnity pursuant to this Article shall be paid by the Association:

- (a) to the extent the Indemnified Person is defended or indemnified pursuant to any policy of Directors and Officers Liability Insurance purchased and maintained by the Association or otherwise;
- (b) on account of conduct that is finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct; or
- (c) if it is determined by a court that such defense or indemnity is not lawful.

Section 11.3 Defense of a Claim. As a condition of any indemnification under this Article, the Association shall be entitled to participate in the defense of such action, suit or proceeding at its own expense, and the Association, jointly with any other indemnifying parties, may elect to assume the defense. After notice from the Association to the indemnified party of its election to assume the defense, the Association shall not be liable to the indemnified party

under this Article for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense.

Section 11.4 Settlements. The Association shall not be liable to indemnify any person under this Article for any amounts paid in settlement of any action or claim without its written consent, or for any amounts paid in excess of any proposed settlement with respect to which the indemnified party prevents settlement by unreasonably withholding her or his consent.

Section 11.5 Repayment of Expenses. The payment by the Association of any expenses incurred in defending any action, suit or proceeding shall be made only upon agreement by the defended or indemnified party to repay such amount if it is later determined that she or he is not entitled to be indemnified by the Association.

Amended and Restated as of the 19th day of September, 2011.

Dan Saferstein

Corporate Secretary