

**BYLAWS
OF
TRIAD HOCKEY ALLIANCE**

ARTICLE I

Principal Office

The principal office of Triad Hockey Alliance (hereinafter “THA”) shall be located at the address the Board of Directors may determine.

ARTICLE II

Purposes

The objectives and purposes for which THA is formed are set forth in its Articles of Incorporation, including, but not limited to, providing opportunities and designing programs aimed at participation in youth ice hockey regardless of gender, age and ability, with an emphasis on player development and playing at a competitive and appropriate skill level. The programs and activities may include making distributions to organizations that qualify as exempt organizations under Code Section 501(c)(3) and 170(c)(2) obligated to expend such funds for purposes consistent with these purposes. In complying with these purposes, THA’s programs shall only include travel hockey programs from ages U10, U12, U14, U16 and U18 at various levels, skill development and Rec - House League, and such other programs as are expressly agreed to in writing with Winston-Salem Youth Hockey Association (“WSYHA”) and Greensboro Youth Hockey Association (“GYHA”). THA’s programs shall not include Learn to Skate, Learn to Play, Mites (8), Girls Hockey, Special Hockey and Sled Hockey.

ARTICLE III

Members

1. Definition of THA Member. The “Active” (or voting members) shall be any person eighteen (18) years of age or older who subscribe to the charitable purpose and policies of the Association and are either a parent or legal guardian of a youth in the program, or serve in a Board appointed position in the organization, as a THA head coach (house-rec, skills, travel U10 / U12 / U14 / U16 / U18, initiation and other competitive levels offered by the association) or director. Only one parent or legal guardian of a child in the program may register as an Active member. Each Active member shall be entitled to one, and only one vote, regardless of how many children or legal wards the Active member has in the program. All Active members must register with the Board for voting by submitting a verified e-mail address. Only Active members are entitled to vote on matters to which the membership is entitled to vote as described herein.

Each year, one (1) Greensboro Youth Hockey Association, Inc. (“GYHA”) and one (1) Winston Salem Youth Hockey Association (“WSYHA”) board member that is not an Active member of the THA, can be appointed by their respective organization as a non-voting, ex-officio THA board member. These members will serve a term of one (1) year.

Membership in THA may be suspended or terminated by the Board of Directors for nonpayment of dues and fees or by the appointment of a discipline or conduct committee, subject to USA Hockey Bylaw 10 Unified Procedure for discipline and dispute resolution, for violation of the policies of THA, CAHA, and/or USA Hockey.

Unless membership is terminated sooner by the Board of Directors, each Active member shall remain a member of THA until the next Annual Meeting of the Members.

2. Definition of THA Member in “Good Standing”. A member of THA shall be considered in “Good Standing” so long as he/she is not currently in arrears with respect to any financial obligation due to the organization, not currently sanctioned or under disciplinary action regarding any matter properly governed by THA, CAHA, and/or USA Hockey guidelines, Bylaws, or operating procedures.

3. Membership Dues and Fees. Membership dues and fees shall be set by action of the Board of Directors and may vary for each instructional, recreation/intramural, competitive/travel program and/or any other program or activity organized, administered, operated, and/or sponsored by THA. THA may assess member’s additional dues and fees from time to time as the Board of Directors may determine is necessary.

4. Termination of Membership. Membership in THA shall be terminated for failure to pay membership dues and/or fees, if any, as determined from time to time by the Board of Directors. Pursuant to the CAHA and USA Hockey dispute resolution procedures, the Board may expel any member who fails to comply with any provision of the Articles of Incorporation, Bylaws, and Rules and Regulations of THA, CAHA, and/or USA Hockey. Any resignation or termination of membership shall not relieve the member of the obligation to pay any dues, fees, assessments, and/or other charges theretofore accrued and unpaid.

Members and their respective player(s) who have not paid dues, fees, assessments, and/or other charges by the date designated by the Board of Directors may be temporarily prohibited from participation in activities of THA. The Treasurer shall notify members of delinquent dues, fees, assessments, and/or other charges of more than one month in arrears. Those members whose dues, fees, assessments, and/or other charges are not paid within two months thereafter, and are not excused from paying dues, fees, assessments, and/or other charges by the Board of Directors of THA, shall be deemed to have terminated their membership in THA, and shall not be entitled to any of the general membership privileges.

5. Reinstatement. Upon written request signed by a former member and filed with the Executive Officer of THA, or some other officer whom the Executive Officer shall designate,

any expelled member may be reinstated by vote of the majority of the Board of Directors upon such terms and conditions as the Board of Directors shall deem appropriate.

ARTICLE IV Meeting of Members

1. Action By Written Ballot. To facilitate as much participation as possible by the Active Members, all membership meetings shall be conducted by written ballot as provided by § 55A-7-08 of the North Carolina General Statutes. All votes shall be cast and verified via www.surveymonkey.com or equivalent service. Each Active Member is entitled to one vote regardless of how many children or legal wards the Active Member has participating in the program. All votes will be checked against the record of the Active Members to ensure that the name signed on a vote corresponds with the name of an Active Member in compliance with § 55A-7-27 of the North Carolina General Statutes.

The Active Members shall be entitled to vote on the following actions: elections of the Board of Directors other than the appointment of a vacant board position under the provisions set forth in Article V herein; a decision to increase the authorized number of Directors; a decision to reduce the authorized number of Directors; amendments to these Bylaws or the Articles of Incorporation proposed by the Board of Directors for membership vote; any action proposed at a Special Membership Meeting by Written Ballot as set forth in Section 4 of this Article; and any other action submitted by the Board of Directors for vote by the membership. For purposes of this Article IV, these, and only these, actions to which the Active Members are entitled to vote are referred to as “proposed actions.”

2. Notice of Annual Meeting by Written Ballot. The notice of the annual meeting by written ballot and the purposes for which the meeting is called, shall be delivered not less than ten days nor more than sixty days before the date upon which ballots are due by e-mail to all Active Members. The notice shall include an electronic link to the ballot and shall (1) set forth each proposed action; and (2) provide an opportunity to vote for or against each proposed action. The ballot shall also indicate the time by which a ballot shall be received by the Association to be counted. After all votes are counted and accepted by the Association, the results shall be e-mailed to all Active Members and posted on the Association’s website for all Associate Members.

3. Date of the Annual Meeting. The deadline to cast ballots for the annual meeting shall be set during the month of April of each calendar year.

4. Special Membership Meetings by Written Ballot. Special meetings of the membership may be called by the Executive Officer or the Board of Directors or at the written request of the holders of not less than ten (10%) percent of all members entitled to vote. Special meetings shall be called by delivering to the Board of Directors, or such officer the Board of Directors shall designate, a written request for a special meeting describing the purposes for

which it is held and only the business described in the notice of special meeting delivered to the membership shall be considered at such meeting.

The notice of a special membership meeting shall be e-mailed to all Active Members not less than twenty days before the date upon which ballots are due by e-mail to all Active Members. The notice shall include an electronic link to the ballot and shall (1) set forth the proposed action; and (2) provide an opportunity to vote for or against each proposed action. The ballot shall also indicate the time by which a ballot shall be received by the Association to be counted. After all votes are counted and accepted by the Association, the results shall be e-mailed to all Active Members and posted on the Association's website for all Associate Members.

5. Quorum. A quorum shall not be established unless the total number of votes cast equals 10% of the total number of Active Members. If a quorum exists, a proposed action may be approved by the membership by plurality approval of all votes cast by the Active Members, except amendments to these Bylaws or the Articles of Incorporation which shall require 2/3 approval of all votes cast by the Active Members.

6. Fixing of Record Date. For the purpose of determining members who are entitled to notice of and to vote at any meeting of the membership, or in order to make a determination of the number of the membership for any other proper purpose, the Board of Directors of THA may fix a date for the closing of the membership book of THA, which date shall not be more than sixty (60) days before the date upon which ballots are due. If the membership books are not closed and no record date is fixed for the determination of members entitled to notice or voting privileges, the date on which notice of the meeting is mailed shall be the record date for such determination of membership.

7. Voting List. After fixing a record date for a membership meeting, the Executive Officer of THA, or such other officer as the Board of Directors shall designate, shall prepare and make available for inspection by any member for a period of ten (10) days prior to the last date upon which ballots may be cast, during normal business hours, an alphabetical list of the members entitled to vote at such meeting, with the address of and number of votes such member may cast, which list shall be kept on file by the Executive Officer of THA continuing last date upon which ballots may be cast.

8. Credentials and Election Committee. At least ten (10) days before the last date upon which ballots may be cast, the Board of Directors shall appoint a credentials and election committee consisting of such number of Directors and/or members as determined by the Board of Directors. This committee shall establish rules and appeals procedures to be followed in the event that any member decides to contest the decision of the committee with respect to any such matter.

9. Revocation of Written Ballots. Written ballots shall not be revoked.

ARTICLE V

Directors

1. General Powers. Its Board of Directors shall manage the business and affairs of THA. The Board of Directors shall be selected without regard to race, color, religion, national origin, or sex. The Directors shall have the power and duties necessary for the administration of the affairs of THA and may do all such acts and things to be exercised and done by the members. The Directors in all cases shall act as a Board and they may adopt such rules and regulations for the conduct of their meetings and the management of THA, as they may deem proper, not inconsistent with the Articles of Incorporation, these Bylaws and the Laws of this State.

2. Initial Board. The initial Board of Directors shall be comprised of nine (9) individuals. Five (5) of the initial Directors shall be appointed by the Board of Directors of GYHA. Four (4) of the initial Directors shall be appointed by the Board of WSYHA. Each of the initial Directors shall serve a two (2) year term. The initial Board of Directors may also include as many ex-officio Directors as the voting Directors deem desirable.

3. Number and Qualifications. Following the initial two (2) year term of the Initial Board, the Board of Directors shall consist of minimum of seven (7) and maximum of nine (9) individuals, excluding ex-officio Directors. Any decision to increase or decrease the number of Directors authorized to serve THA shall be ratified by membership vote before such change may take effect. Directors shall be persons of majority age, reside in the State of North Carolina, and have legal alien status and/or citizenship of the United States. The Directors must be in “good standing” with THA, CAHA, and USA Hockey and have been a member of THA for at least one year. The Directors shall be elected by the membership at the annual membership meeting from the slate of candidates proposed by the nominating committee and/or candidates proposed by the membership in accordance with Section 4 hereunder. Unless otherwise approved by the majority of the Board of Directors, a minimum of two (2) years youth hockey experience, either personally or parentally are required for Directorship consideration. THA acknowledges that it would be preferable, but not a requirement, that the Board of Directors consist of members with participants spanning all age levels.

4. Nominations for Directors. Following the initial two (2) year term of the Initial Board, the Board of Directors shall appoint a Nomination Committee at least ninety (90) days prior to the last date ballots shall be cast. The committee shall announce the opening of the 30-day nomination period deadline. Only those candidates that comply with this requirement will be eligible. Following the close of the nominations, the Nomination Committee shall, within seven (7) days, vet and post the slate of candidates. Following that posting and ballots being sent out, there will be a fourteen (14) day voting period. The results of the election shall be announced/published at least three (3) days prior to the April Board of Directors meeting.

5. Election of Directors. Votes by Active Members shall be cast by written ballot as described above. A director may be elected by plurality vote.

6. Term of Office. Following the initial two (2) year term of the Initial Board, the term of office for all Directors shall be staggered. In the first election following the expiration for the Initial Board, the members shall elect three Directors to serve a one (1) year term, three Directors to serve a two (2) year term, and (3) Directors to serve a three (3) year term. Thereafter, the term of office of all Directors shall be fixed for three (3) years.

The Directors shall hold office until their successors have been elected or until his or her death, resignation, removal, retirement, or disqualification. There are no term limits for any of the director's positions. The terms of the Directors shall be staggered such that no more than three open positions shall be open for election at an annual membership meeting during any one calendar year.

7. Disqualification. To remain a Director an incumbent must attend at least one-half (1/2), and not be absent at two or more consecutive meetings, of the regular Board meetings during each twelve (12) month period beginning with the month of his or her election. Upon establishment of the fact that a Director is in violation of this Section, the Board of Directors may elect through a majority vote to serve notice of intent to declare the position vacant. Such notice will be delivered via telephone, mail or email and must specify the action as an agenda item at a meeting of the Board of Directors to be held at least ten days after notice is sent. A two-thirds majority vote is required to disqualify a Director. This Section shall be optional with the Board of Directors and may be waived in the case of a Director's illness or other justifiable circumstances. Nothing in this section shall affect in any manner the validity of any action taken at the meeting of the Board of Directors.

Not more one than one person per "family" may simultaneously serve as a Director. The "family" shall be any child in the program and such child's parents or legal guardians and the spouse(s) of such child's parents or legal guardians. The effective term must be complete before any additional family member is eligible for consideration.

A director of THA may serve as a director on either the Board of Directors of WSYHA or GYHA during an active term. Except as set forth above, a director of THA may not serve on any other youth hockey Board during an active term.

8. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors, even though less than quorum or by the sole remaining director. Any vacancy created by an increase in the authorized number of Directors shall be filled only by election at an annual membership meeting or at a special meeting of the membership called for that purpose. Any director so elected to fill a vacancy shall be elected for the un-expired term of his or her predecessor in office. The Board of Directors do not have an obligation to fill any vacated board position and may by a majority vote of the remaining board members, chose to eliminate the vacated position so long as it does not result in the total number of board positions falling below the minimum required by these Bylaws. Any decision to increase or decrease the number of Directors authorized to serve THA shall be ratified by membership vote before such change may take effect.

9. Removal. A Director may be removed from his or her position under either Sub-section A or Sub-Section B listed below.

a. Any member may bring charges relating to the duties and responsibilities of a Director, or the fitness of a Director to serve on the Board, by filing with the Executive Officer of the THA such charges in writing together with a petition signed by at least fifteen (15) members. Such charges shall be resolved pursuant to the CAHA and USA Hockey dispute resolution procedures.

b. If a Board member engages in conduct inconsistent with the responsibilities of his or her position as a member of the THA Board of Directors, the Executive Officer, after a unanimous vote of the remaining members of the board of Directors, shall provide written notice of such conduct to the offending board member. The offending board member will be expected to answer the charges at the next regularly scheduled meeting of the board of Directors. The Board will then decide the appropriate remedial measure based on the evidence presented and may vote to remove the member if it is determined to be the most suitable option to address the misconduct. Removal would require a 2/3rds majority vote of the remaining members of the board of Directors. Any such decision is reviewable pursuant to the CAHA and USA Hockey dispute resolution procedures.

10. Resignations. Any Director may resign at any time by written notice delivered to the Board of Directors or to any officer of the THA. A resignation is effective once accepted by a vote of the remaining Board of Directors.

11. Reimbursement. The Board of Directors may reimburse Directors for expenses incurred by Directors in attending meetings of the Board, as the Board shall from time to time determine.

12. Executive and other Committees. Unless otherwise provided in the Articles of Incorporation or in these Bylaws, the Board of Directors, by resolution adopted by a majority of the number of Directors then in office, may designate from among its members an executive committee and/or one (1) or more other committees, each consisting of two (2) or more Directors, or which shall have and may exercise all of the authority of the Board of Directors in the management of the business and affairs of THA, except as to the matters which are by law specifically excepted from the authority of such committees. Any such committee or any member thereof may be discharged by a majority of the Directors present at a meeting at which a quorum is present, or by informal action by the Board of Directors as provided by law, or in the Articles of Incorporation or the Bylaws of THA.

13. Rules and Regulations. The Board of Directors shall have the power to make, adopt, amend, abolish, and promulgate such rules, regulations, procedures and policies, not inconsistent with the Articles of Incorporation, these Bylaws or any law, as it may deem advisable for the management, administration, and regulation of the business and affairs of THA.

ARTICLE VI
Meetings of Directors

1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly at such time and at such place in North Carolina as shall be determined from time to time by a majority of the Directors. Such regular meetings may be held without notice other than such resolution fixing the time and place thereof.

2. Special Meetings. The Executive Officer or any two (2) Directors may call special meetings of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of North Carolina, as the place for holding any special meeting of the Board of Directors called by them. Meetings held outside the State of North Carolina shall require full Board approval for expense reimbursement.

3. Notice. Notice of special meetings of the Board of Directors shall be given to each director not less than three (3) days before the date of the meeting by any usual means of communications, including electronic communications. Unless otherwise specified in the Articles of Incorporation or these Bylaws, the business transacted at special meetings of the Board of Directors will be specified in the notice or waiver of notice of such meeting.

4. Waiver by Attendance. Attendance of a Director at a meeting of the Board of Directors 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 because the meeting is not lawfully called or convened.

5. Quorum. A majority of the total number of Directors then in office shall constitute a quorum for the transaction of business.

6. Manner of Acting. Except as otherwise provided in these Bylaws, the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

7. Action Without Meeting. Unless otherwise provided by the Articles of Incorporation or these Bylaws the Board of Directors may take action without a meeting if all members of the Board take the action. The action must be evidenced by one or more written consents, including consents by electronic means, signed by each director before or after such action, describing the action taken and included in the minutes filed with the corporate records.

Action taken under this section is effective when the last director signs the consent, unless the consent specifies a different effective date.

8. Conflict of Interest Transactions.

a. Definition: “Conflict of interest transaction” means any transaction in which a director has a direct interest or an indirect interest. A director has a direct interest in a transaction if the director or a member of the director’s immediate family has either a material financial interest in the transaction or a relationship with the other parties to the transaction that might reasonably be expected to affect his or her judgment. A director has an indirect interest in a transaction if either (i) another entity in which the director has a material financial interest or in which the director is a general partner is a party to the transaction, or (ii) another entity of which the director is also a director or is an officer or trustee is a party to the transaction and the transaction is of sufficient importance that it should be considered by the Board of THA.

b. Special Requirements: A conflict of interest transaction is not voidable by THA solely because of a director’s or officer’s interest in the transaction if (1) the material facts of the transaction and the director’s or officer’s interest were disclosed or known to the Board or a committee of the Board and the Board or committee authorized, approved or ratified the transaction, or (2) the transaction was fair to THA.

c. Disclosure: A director who has a direct or indirect interest in any transaction presented to the Board or any committee of the Board shall disclose his or her interest.

d. Approval: A conflict of interest transaction must be authorized, approved or ratified by the affirmative vote of a majority of the Directors (not less than two) on the Board (or the appropriate committee) who have no direct or indirect interest in the transaction and to whom the material facts of the transaction and of any director’s interest in the transaction were disclosed or known. If a majority of the Directors, who have no direct or indirect interest in the transaction vote to authorize, approve or ratify the transaction, a quorum is present for the purpose of taking such action. The presence of, or a vote cast by, a director with a direct or indirect interest in the transaction does not affect the validity of any action taken in accordance with this paragraph.

9. Presumption of Assent. A director of THA who is present at a meeting of the Board or a committee of the Board when corporate action is taken shall be deemed to have assented to the action taken unless the director objects at the beginning of the meeting (or promptly upon arrival) to holding it or transacting business at the meeting, the director’s dissent or abstention from the action is entered in the minutes of the meeting, or the director files written notice of dissent or abstention with the presiding officer of the meeting before its adjournment or with THA immediately after the adjournment of the meeting. The right of dissent or abstention is not available to a director who voted in favor of the action taken.

10. Attendance by Telephone or Video Conference. The Board may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear

each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Article VII

Officers

1. Officers of THA. THA shall have an executive officer (“Executive Officer”), in whatever title the Board of Directors so chooses, and a Treasurer. THA shall also have such other officers with such titles and powers as the Board of Directors may establish and elect from time. Except the position of Treasurer, which shall be independent from all other officer positions, the same person may at the same time hold any two (2) offices, but no officer may act in more than one (1) capacity where action of two (2) or more officers is required.

2. Election and Term. The term for the initial Executive Officer and Treasurer shall be two (2) years, concurrent with the term of the initial Board of Directors. The initial Executive Officer and Treasurer shall be elected at the first meeting of the initial Board of Directors by simple majority vote of those Directors in attendance.

Following the initial term, the Board of Directors shall elect the Executive Officer and Treasurer of THA at the first scheduled meeting of the Board of Directors following the Annual Membership Meeting. Each subsequent Executive Officer and Treasurer shall hold office for a term of one (1) year or such other period of time as the Board of Directors determine is in the best interests of THA or until his or her death, resignation, retirement, removal, disqualification, or his or her successor shall have been elected and qualified. The Executive Officer and the Treasurer will be elected by a simple majority of those Directors in attendance.

As to all officers other than the Executive Officer and the Treasurer, such other officers’ powers and terms shall be established by the Board of Directors. Such other officers shall serve until the expiration of the term established by the Board of Directors or until his or her death, resignation, retirement, removal, disqualification, or his or her successor shall have been elected and qualified.

Except as otherwise provided in these By-Laws; the Board will fill any vacant officer position by a simple majority vote of the remaining board members. The term for that position will be the unexpired portion of the original term.

3. Removal of Officers and Agents. Any officer, agent, or employee elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of THA will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

4. Executive Officer. The Executive Officer shall have whatever former title the Board of Directors chooses. The Executive Officer shall be the principal executive officer of THA and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of THA according to these By-Laws. The Executive Officer shall, when present, preside at all meetings of the Board of Directors and the Membership.

5. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of THA; receive and give receipts for moneys due and payable to THA from any source whatsoever, and deposit all such moneys in the name of the THA in such depositories as shall be selected in accordance with the provisions of these By-Laws; and (b) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the Executive Officer or by the Board of Directors.

The Treasurer shall prepare, or cause to be prepared, a true statement of the corporation's assets and liabilities at the close of each fiscal year, and the applicable information return and schedules as required by the Internal Revenue Code for non-profit corporations which statement and returns shall be made and filed at the corporation's registered office or principal place of business in the State of North Carolina within four (4) months after the end of such fiscal year and thereafter kept available for a period of at least ten (10) years.

ARTICLE VIII

Indemnification

1. Extent. In addition to the indemnification otherwise provided by law, THA shall indemnify and hold harmless its Directors and officers against liability and expenses, including reasonable attorneys' fees, incurred in connection with any action, suit, proceeding or claim arising out of their status as Directors or officers or their activities in any of such capabilities or in any capacity in which any of them is or was serving, at THA's request, in another corporation, association, joint venture, trust or other enterprise; provided, however, that THA shall not indemnify a director or officer against any liability or litigation expense that the director or officer may incur on account of activities that at the time taken were believed or known (or reasonably should have been known) by the director or officer to be clearly in conflict with the best interests of THA or if the director or officer received an improper personal benefit. THA shall also indemnify a director or officer for reasonable costs, expenses and attorneys' fees in connection with the enforcement of rights to indemnification granted herein, if it is determined in accordance with Section 2 of this Article that the director or officer is entitled to indemnification. "Directors and officers" refers to both current and former Directors and officers throughout this paragraph.

2. Determination. Indemnification under Section 1 of this Article shall be paid by THA with respect to any action, suit, proceeding or claim only after a determination that the liability and/or litigation expenses for which indemnification is sought (a) were not incurred on account of activities which at the time taken were believed or known (or reasonably should have

been known) by the person seeking indemnification to be clearly in conflict with the best interests of THA and (b) did not involve any transaction from which the person seeking indemnification derived an improper personal benefit. Such determination shall be made (i) by the affirmative vote of a majority (but not less than two) of the Directors who were not parties to the action, suit or proceeding or against whom the claim was not asserted (“disinterested Directors”) even though less than a quorum, (ii) by independent legal counsel in a written opinion, or (iii) by a court of competent jurisdiction.

3. Advanced Expenses. Expenses incurred by a director or officer in defending any action, suit, proceeding or claim may upon approval of a majority (but not less than two) of the disinterested Directors, even though less than a quorum, or, if there are less than two disinterested Directors, upon unanimous approval of the Board, be paid by THA in advance of the final disposition of such action, suit, proceeding or claim upon receipt of an undertaking by or on behalf of the director or officer to repay such amount less it shall ultimately be determined that the director or officer is entitled to be indemnified against such expenses by THA.

4. Reliance and Consideration. Any director or officer who at any time after the adoption of this Article VII series or has served in any of the aforesaid capacities for or on behalf of THA shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall insure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this Article VII. No amendment, modification or repeal of this Article VII shall adversely affect the right of any director or officer to indemnification hereunder with respect to any activities occurring prior to the time of such amendment, modification or repeal.

5. Insurance. THA may purchase and maintain insurance on behalf of its Directors, officers, employees and agent and those persons who were serving at the request of THA as a director, officer, partner, trustee, employee, or agent of, or in some other capacity in, another corporation, association, joint venture, trust, employee benefit plan, or other enterprise against any liability asserted against or incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not THA would have the power to indemnify against such liability under the provisions of this Article VII or otherwise. Any full or partial payment made by an insurance company under any insurance policy covering any director, officer, employee or agent made to or on behalf of a person entitled to indemnification under this Article VII shall relieve THA of its liability for indemnification provided for in this Article VII or otherwise to the extent of such payment, and no insurer shall have a right of subrogation against THA with respect to such payment.

6. CAHA and USA Hockey Indemnification. THA shall indemnify and hold harmless CAHA and USA Hockey, the Board of Directors of CAHA, USA Hockey and each member thereof, the Standing Committees of CAHA, USA Hockey and each member thereof, the committees of CAHA, USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of CAHA and USA Hockey from any and all claims, liability, judgments, costs, attorneys’ fees, charges and expenses whatsoever, arising from

the acts and omissions of THA, except to the extent (i) that CAHA, USA Hockey or its aforescribed representative caused such claims, liability, judgments, costs, attorney's 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 CAHA and USA Hockey.

THA understands and acknowledges that CAHA, USA Hockey and its aforescribed representatives have assumed each assignment, function, office or capacity upon the express understanding, agreement, and condition that they may be so indemnified and held harmless to the extent described by the CAHA and USA Hockey Bylaws.

CAHA shall reasonably cooperate with THA 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 CAHA to incur any out-of-pocket expense not reimbursed by the THA.

ARTICLE IX

General Provision

1. Management of Corporate Funds. No funds received by donation, bequest or any other means shall be diverted from the use specified by the donor, testator or testatrix, unless said use is contrary to or in conflict with the purposes of THA. No funds shall be used for any purpose other than to effect the purposes of THA. Each officer and employee or agent having custody of Association funds may be covered by an appropriate fidelity bond. THA will designate a depository and establish policies on deposits and withdrawals of funds from such accounts by resolution at its initial meeting. Until the initial meeting is held, the Executive Officer is authorized to establish an account with a bank or depository, with all funds of THA deposited in the name of "TRIAD HOCKEY ALLIANCE." Withdrawals from such accounts shall be made only by check or similar order signed by the Treasurer and any other individuals as designated by the Board.

2. Exempt Activities. Notwithstanding any other provision of these bylaws, no director, officer, employee or representative of this Association shall take any action or carry any activity by or on behalf of THA not permitted to be taken or carried on by an organization exempt from taxation under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and its Regulations as they now exist, or as they may hereafter be amended.

3. No Personal Liability. No director, officer, or member of THA shall be liable or responsible for the debts or obligations of THA.

4. Non-Discrimination. This Association shall operate entirely on a non-discriminatory basis with respect to age, sex, sexual orientation, race, religion, and national origin. This policy shall apply to membership, boards, committees, staff, and services.

ARTICLE X

USA Hockey / CAHA Preeminence

1. USA Hockey / CAHA Preeminence. THA shall abide by and act in accord with the Articles of Incorporation, Bylaws and Regulations of USA Hockey and CAHA and such documents shall take precedence over and supersede all similar governing documents and / or decisions of THA. Further, THA (1) shall assist CAHA in the administration and enforcement of the Bylaws, Rules and Regulations, Playing Rules, and the decisions of the Board of Directors of USA Hockey and CAHA, within and upon its members and (2) agrees to be guided by the core values of USA Hockey.

2. USA Hockey SafeSport Policy. THA shall adopt and observe the USA Hockey SafeSport Policy which includes but is not limited to Sexual Abuse, Physical Abuse, Emotional Abuse, Bullying, Threats and Harassment, Hazing, Locker Room Policy, Electronic Communication Policy, Travel Policy, Billeting Policy, Zero Tolerance, Consumption/Use/Abuse of Mood Altering Substances, Screening and SafeSport Awareness Training and other such policies as they are adopted, currently exist or may hereafter be amended.

3. Limit on Restriction. Nothing contained herein, shall be construed to delegate the duties or responsibilities of THA's Directors or Officers to CAHA, its officers, Directors, agents or employees, nor shall this provision be construed to prevent THA from implementing rules, policies and procedures which may be more stringent than those of USA Hockey or CAHA providing such rules, policies and procedures do not conflict with those of USA Hockey and CAHA.

ARTICLE XI

Dispute Resolution Procedure

1. General. It is the expressed purpose of this Article to establish a fair and orderly process for the resolution of disputes, claims or demands having any impact on THA ice hockey or between, by or among Members of THA resulting from any controversy involving construction, interpretation or application of THA's Articles of Incorporation, Bylaws, or Operating Rules. In that connection, THA adopts USA Hockey Bylaw 10 Dispute Resolution, Discipline and Arbitration.

2. Reporting. All disputes, claims or demands outlined in Section 1 of this Article must be submitted in writing to the attention of the Chairman of the Board of Directors within thirty (30) days of the incident giving rise to the claim. Any claim that is not so submitted is considered no longer valid and the claimant waives any further right to proceed with this claim or any related claim at any level. Only those current members of THA in good standing with THA, CAHA, and USA Hockey have standing to raise any claim against THA involving any matter properly under its governance.

Adopted as of February 8, 2023