

BYLAWS OF THE TEXAS AMATEUR HOCKEY ASSOCIATION

Amended and Restated as of June, 2017

Article 1--Name

The name of the organization shall be the Texas Amateur Hockey Association. The organization is referred to in these bylaws as the Association or TAHA.

Article 2--Office

The Association shall maintain a mailing address within the State of Texas. The Association may maintain an office for the transaction of its business, which shall be designated by the Board of Directors and which shall be located within the State of Texas. The Association's mailing address and/or its principal office may be changed by vote of the Board of Directors.

Article 3--Purposes

Section 1. The principal purpose of the Association shall be to foster, promote and improve amateur hockey for charitable, educational and recreational purposes. To further that purpose, the Association shall:

A. Affiliate with USA Hockey and encourage registration of all teams at all levels of play with USA Hockey.

B. Cooperate with and participate in programs of the USA Hockey Rocky Mountain District.

C. Encourage, assist and administer the development of local and regional programs, leagues and teams to promote good sportsmanship, competition and player development within the Association's geographical area.

D. Administer hockey tournaments for teams within its geographical area leading to national tournaments of USA Hockey, conduct development camps and other selection processes for selection of players for tryouts for Rocky Mountain District and USA Hockey development teams, and issue travel permits to teams of its Members certifying their eligibility to compete outside of TAHA's geographical area.

E. Do and perform any other acts necessary or desirable in fulfilling its purposes.

Section 2. The Association shall operate as a not-for-profit organization, and shall take all actions necessary to maintain its status as an organization exempt from taxation under Section 501(c) of the Internal Revenue Code, as amended. The Association is one that does not contemplate pecuniary gain or profit to its members and is organized solely for the non-profit purposes set forth above. No substantial part of the activities of this Association shall be devoted to carrying on propaganda, or otherwise attempting to influence legislation or becoming involved in political activity.

Article 4—USA Hockey Preeminence and Indemnity

Section 1. The association, in affiliation with USA Hockey, Inc., the national governing body for the sport of amateur ice hockey in the in the United States, is authorized to regulate the sport of amateur ice hockey within the States of Texas and Oklahoma or within such other geographical area as TAHA's Affiliate Agreement with USA Hockey, Inc. may designate from time to time.

Section 2. TAHA, as an Affiliate Association of USA Hockey, Inc., shall abide by and act in accord with the Articles of Incorporation, Bylaws, Rules and Regulations, playing rules and decisions of the Board of Directors of USA Hockey, and such documents and decisions shall take precedence over and supersede all similar governing documents and/or decisions of TAHA. Further, TAHA (a) shall assist USA Hockey in the administration and enforcement of the provisions of the Bylaws, Rules and Regulations, Playing Rules and decisions of the Board of Directors of USA Hockey within and upon its members and/or within its jurisdiction and (b) agrees to be bound by the core values of USA Hockey: Sportsmanship, Respect for the Individual, Integrity, Pursuit of Excellence at the Individual, Team and Organizational Levels, Enjoyment, Loyalty and Teamwork, as set forth and amplified in TAHA's Affiliate Agreement with USA Hockey, or as the same may be amended by USA Hockey from time to time.

Section 3. TAHA, as an Affiliate Association of USA Hockey, Inc. shall indemnify and hold harmless USA Hockey, the Board of Directors of USA Hockey and each member thereof, the Executive Committee of USA Hockey and each member thereof, councils and committees of USA Hockey and each member thereof, and all other elected, appointed, employed or volunteer representatives of USA

Hockey from any and all claims, liability, judgments, costs, attorneys' fees charges and expenses whatsoever, arising from the acts and omissions of TAHA, except to the extent (a) that USA Hockey or its aforescribed representatives caused such claims, liability, judgments, costs, attorneys' fees, charges or expenses by their own intentional neglect or default or (b) that such acts or omissions were the direct result of compliance with the Articles of Incorporation, Bylaws, Rules and Regulations, playing rules or decisions of the Board of Directors of USA Hockey. Further, TAHA understands that USA Hockey and its aforescribed representatives have assumed such assignment, function, office or capacity upon the express understanding, agreement and condition that they be so indemnified and held harmless to the extent described in this Section.

Article 5--Membership

Section 1. Members--Associations or other entities located within TAHA's geographical area which register amateur hockey teams with USA Hockey are eligible to become Members of TAHA. Any such association or entity must apply for Member status with TAHA under rules and regulations adopted and published by TAHA's Board of Directors from time to time and be approved for membership by a majority of the Board of Directors at a meeting called for the purpose of considering applications for Membership.

Section 2. If approved for membership, associations or entities shall execute a Member Agreement committing their intention to abide by current or future rules as may be implemented from time to time. The Member Agreement is one year in duration, renewable annually by TAHA on a common renewal date (each April 1st). The Member Agreement establishes the contractual terms of membership and can be voluntarily non-renewed by either party with sixty (60) days' notice prior to the renewal date. Because both parties can exercise a right not to renew the Member Agreement on an annual basis, neither party can appeal or otherwise challenge the other party's timely decision not to renew the Member Agreement. The Member Agreement may be updated periodically and must be re-signed in order for associations or other entities to maintain membership in TAHA.

Section 3. Members are entitled to one vote per registered USA Hockey player rostered on Member's team(s) on all matters on which a Membership vote is required or permitted by these Bylaws or submitted by the Board of Directors for a vote of Members, provided, however, that no Member shall be entitled to cast votes which would aggregate to more than 30% of the total Member votes (without regard to whether Members are present and voting), regardless of the number of registered USA

Hockey players rostered with such Member. Each Member shall designate in writing to the Secretary of TAHA one TAHA representative from among its membership to be its Member Representative for purposes of all TAHA voting.

Section 4. Associate Members--All persons who are members of a TAHA Member, and all players rostered on a team registered with USA Hockey by a TAHA Member, are automatically Associate Members of TAHA. Upon approval by a majority of TAHA's Board of Directors, Associate Membership may be extended to other organizations or individuals, such as rinks, officials' organizations or other persons or groups that have an interest in amateur hockey in TAHA's geographical area. Associate Members have no voting rights in TAHA.

Section 5. Members of the Association shall have the responsibility to elect persons to the Board of Director positions set forth in these bylaws and to vote on proposed amendments to these bylaws. Members shall be responsible for the payment of dues, fees and assessments established by the Board of Directors and for conducting themselves, and assuring that their respective Associate Members conduct themselves, in accordance with the rules of TAHA and USA Hockey and in keeping with the purposes of TAHA. **Failure to pay any amounts due to TAHA results in suspension of the organization once the delinquency reaches 90 days. All rights and protections afforded TAHA Member organizations (and teams) are suspended until all amounts owed to TAHA are satisfied in full.**

Section 6. Failure to abide by duly adopted rules or regulations of TAHA are grounds for terminating a Member's status as a TAHA Member. Termination of membership for any breach of the Member Agreement shall occur only upon a majority vote of the Board of Directors taken after the Member has had a reasonable opportunity to be heard before the Board of Directors at a meeting called for that purpose. Member status automatically terminates as of January 1 of any year in which the Member fails to register the number of teams with USA Hockey required to maintain its TAHA membership, and immediately if a Member's teams lose their status as "Registered Team Members" in good standing with USA Hockey. Termination for a breach of the Member Agreement can occur at any time during the contract year by following the appropriate bylaw procedures. Non-renewal of a Member Agreement is separate from a breach of the Member Agreement and is addressed in Section 2.

Section 7. Associate Members are responsible for insuring that they, and their family members and guests, conduct themselves in a mature and sportsmanlike manner at all times during which players are participating in USA

Hockey or TAHA sanctioned activities, and that coaches, players and officials are at all times treated in a respectful and non-abusive manner. If an Associate Member, their family member(s) or guest(s) fail to conduct themselves as required herein, the Board of Directors shall have the authority to take appropriate action, including but not limited to requiring that the offending person(s) be precluded for a stated period from attending or participating in USA Hockey or TAHA sanctioned activities. Such action by the Board of Directors shall be taken only after all concerned parties have been given a reasonable opportunity to be heard by the Board or the Disciplinary Committee established in these bylaws. Nothing in this section shall be construed to alter or limit the authority of referees or rink management to deal with any unruly or inappropriate behavior when it occurs.

Section 8. The books and records of the Association, both financial and non-financial, are the property of the Association and not of any Member. It is the responsibility of the Board of Directors to obtain the return of any Association records in the possession of a Board Member, officer or other Member of the Association at the conclusion of the term of office of any such person or whenever such person no longer has need of the records in working on matters for the Association. Members of the Association shall have the right to inspect the books and records of the association upon written request to the Board, provided, however, that the requested inspection shall be reasonable in scope and purpose, shall be scheduled not less than ten days after the request is made, and provided further that the Board may establish reasonable limits on the time, place and manner of making the records available.

Article 6--Board of Directors

Section 1. Except for the matters reserved for a vote of the Members in Article 5, Section 3, the affairs of TAHA shall be managed by a Board of Directors. The Board of Directors shall have final authority over all matters pertaining to the administration of TAHA. The Board of Directors may, in its discretion and consistently with these bylaws, delegate authority as to particular matters to any officer(s), committee(s) appointed by the Board of Directors or other individual member(s) designated by the Board. In its discretion, the Board may present any matter on which it would otherwise pass as a Board to the Members for a vote of the membership.

Section 2. The Board of Directors shall consist of thirteen members, including the President, the Vice-President, the Secretary, the Treasurer, the House Section President, the Travel Section President, the High School Section President, the

Women's Section President, the Disabled Hockey Section President, the Adult Section President, the State Registrar, the State CEP Coordinator and the Immediate Past President. The President and Vice-President shall be elected to two-year terms in alternate years; the Secretary and Treasurer shall be elected to two-year terms in alternate years; Section Presidents shall be elected to two-year terms. The Immediate Past President's term shall commence when a new TAHA President is elected or appointed, and shall continue until that President does not seek re-election or is not re-elected. The State Registrar and the State CEP Coordinator shall be non-voting members of the Board of Directors and shall be appointed by and serve at the pleasure of USA Hockey. By majority vote, the Board of Directors may add to its membership on such terms and conditions as it may determine, provided that such additional Board positions shall be non-voting.

Section 3. All elected members of the Board of Directors must be current or former Associate Members of TAHA. In order to be eligible for election to the office of President, a nominee must have served on the Board of TAHA or as an Officer of TAHA within the previous two years; provided, however, that if no candidate meeting this requirement is available and willing to run, the Board may waive this requirement.

Section 4. Directors of the Association shall receive no compensation or remuneration for serving as Directors, other than reimbursement, upon presentation of proper vouchers, of actual expenditures incurred on behalf of the Association. No one who is a vendor of goods or services to the Association or who otherwise would profit pecuniarily from his or her position as a Director of the Association may be elected to the Board of Directors, notwithstanding that such person may be an a Member or Associate Member of TAHA.

Article 7--Officers

Section 1. The President of the Association shall be elected by the Member Representatives. The President shall preside at all meetings of the Board and of the Members, shall be charged with the general management and supervision of the affairs and operations of the Association and shall be *ex officio* a member of all committees of the Association. The President shall be the representative of the Association at, and shall have the authority to cast votes to which the Association is entitled, at all Rocky Mountain District and USA Hockey meetings.

Section 2. The Vice-President of the Association shall be elected by the Member Representatives. The Vice-President shall preside at any meetings in the absence of the President and shall perform such other duties as delegated by the President or the Board of Directors.

Section 3. The Secretary of the Association shall be elected by the Member Representatives. The Secretary shall attend all meetings of the Board and of the Members, shall keep a record of all proceedings at such meetings and maintain such records, and shall be the custodian of the Association's records other than the financial records maintained by the Treasurer.

Section 4. The Treasurer of the Association shall be elected by the Member Representatives. The Treasurer shall attend all meetings of the Board and of the Members, shall keep full and accurate accounts of all receipts and disbursements of the Association and shall deposit all monies or other things of value in the name and to the credit of the Association in such bank or banks as the Board may approve from time to time. The Treasurer shall disburse the Association's funds under the direction of the Board, taking proper vouchers therefore, and shall render a report as to the financial position of the Association at all meetings of the Board and of the Members, not less than annually. The Treasurer shall be responsible for arranging for the filing of all required tax returns with any governmental authorities and for providing any financial reports to USA Hockey required by TAHA's Affiliate Agreement with USA Hockey. The Treasurer shall be an authorized signatory on all Association disbursements, provided that, in the Board's discretion, another Board member may be designated from time to time as a signatory on the Association's accounts, either singly or jointly with the Treasurer. Unless the Board of Directors determines that bonding is not available at a reasonable cost, the Treasurer shall obtain a fidelity bond at the expense of the Association.

Section 5. Section Presidents shall be elected by the Member Representatives. Section Presidents shall be responsible for the development and administration of teams and leagues of Member teams within their respective levels of play.

Section 6. The State Registrar shall be appointed by and shall serve at the pleasure of USA Hockey. The State Registrar may be an Associate Member at the time of his or her appointment, but need not be so. The State Registrar is responsible for working with the District Registrar, USA Hockey and the Registrars of TAHA Members to assure compliance with all rostering requirements of USA Hockey and

the District Registrar. The State Registrar is responsible for determining eligibility issues within TAHA and for determining eligibility for and issuance of travel permits to Member teams for competition outside of TAHA's geographical area.

Section 7. The State CEP Coordinator shall be appointed by and shall serve at the pleasure of USA Hockey. The State CEP Coordinator may be an Associate Member at the time of his or her appointment, but need not be so. The State CEP Coordinator is responsible for working with USA Hockey and District CEP Coordinators to provide training and development activities to persons who are or wish to become coaches of Member teams, and for assuring that the coaching credentials of Member team coaches are in order and are at the levels required by USA Hockey for the competition level of the particular team.

Article 8--Committees

Section 1. The Board of Directors shall provide for the appointment of and supervise the operations of committees. Committee members may be members of the Board, but need not be, except in the case of the Audit Committee.

Section 2. In addition to any other committees that may be established by the Board from time to time as necessary, the Board shall appoint the following committees:

A. Disciplinary Committee—Responsible for hearing and determining appeals from match penalties or other suspensions of players resulting from rules violations imposed by local associations or leagues or which occur in tournament play. This committee shall be made up of at least three persons appointed by majority vote of the Board of Directors. In addition, the President of the Section from which play the suspension arises shall participate *ex officio* in any hearing held by the Disciplinary Committee. Any hearing held by the Disciplinary Committee shall include a review and determination of the facts, review of the local suspending authority's hearing process and the making of findings and conclusions in a written report or determination of the appeal, which shall state the penalty to be imposed and include or attach any written materials or statements relevant to the determination and all game sheets, game reports, game Officials' incident reports and any written reports or determinations of the local suspending authority regarding the matter. The Disciplinary Committee's determination shall be prepared by the Committee or a designee of the Committee and circulated to the TAHA Board of Directors and all other interested parties as soon as practicable following the hearing. The Disciplinary

Committee may, but is not required to, hear oral presentations or testimony at hearings. The Disciplinary Committee shall abide by USA Hockey Bylaw 10 when conducting a hearing. The Disciplinary Committee may, but is not required to, utilize portions or all of the Dispute Resolution Procedures of Article 14 in carrying out its business as it deems necessary.

B. Audit Committee--Responsible for obtaining an independent annual audit (defined here to include agreed procedures) of the Association's finances. This committee must be made up of two members of the Board and the Treasurer.

Article 9--Procedures for Elections and Member Voting

Section 1. At a meeting of Member Representatives to be held on a date as determined by the Board of Directors, the Board of Directors shall conduct the election for members of the Board of Directors. The Board shall distribute to the Member Representatives at least thirty days prior to the date of the meeting a notice of the date, time and place of the meeting, a description of the positions up for election in that year and a request for nominations for those positions. The Notice shall specify a deadline not less than two weeks after the date of the Notice for receipt of nominations and information as to how nominations are to be made.

Section 2. Following receipt of the nominations, the Board shall meet to develop the slates of nominees. The Board will assure that each person nominated is eligible for the office sought. In the Event that no nominations of eligible persons are timely received for one or more of the positions up for election, the Board shall act as a nominating committee to place one or more names in nomination for such position.

Section 3. Voting by Member Representatives shall be conducted by written ballot at the meeting of the Member Representatives, provided that, in its discretion, on an annual basis and by majority vote, the Board may permit, under procedures established and published in advance of the meeting, email voting and/or proxy voting. Each Member Representative shall be entitled to cast one vote for each registered USA Hockey player rostered on Member's team(s) that Member Representative represents, subject to the provisions of Article 5, Section 1. The person receiving the highest number votes for each position shall be elected. In the event of a tie, a run-off election between the two persons with the most votes will be held, provided that voting by Member Representatives not in attendance at the meeting will not be permitted unless proxy voting has been authorized.

Section 4. Except in the case of voting on the issue of voluntary dissolution of the Association, the procedures for written balloting set forth above may be used in the event the Board decides to conduct a membership vote on other matters, provided that the Board may shorten the period for notice and change the methods of receiving ballots if the circumstances of the matter on which the vote is being taken so require. The Board may determine in the alternative that the membership vote on any other matter will be taken by voice vote, a show of hands or by secret ballot at a meeting of Members whether called for the purpose of taking such vote or otherwise.

Section 5. In the first (and only the first) election of Board members held under these bylaws, the term provisions of Article 6 are hereby modified to provide that (1) the President will be elected to a one-year term and the Vice President will be elected to a two-year term; (2) the Secretary shall be elected to a two-year term and the Treasurer shall be elected to a one-year term; and (3) the Travel Section President and the Women's Section President shall be elected to two-year terms and the House Section President and the High School Section President shall be elected to one-year terms.

Article 10--Meetings

Section 1. The annual meeting of the Members is to be held in June of each year, at a location within the State of Texas specified by the Board of Directors. Copies of these bylaws and TAHA's other governing documents and written policies shall be made available to Members at the annual meeting. Additional meetings of the Members may be called by the President of the Association. The President must call for a meeting of the Members if presented a written request for a meeting signed by three members of the Board of Directors.

Section 2. Meetings of the Board of Directors shall be held as determined by the President. Meetings of the Board may be called by the President or by two or more Members of the Board. The Board may meet by telephone conference call, by video or internet conferencing or by any other means that the Board determines.

Section 3. Notice of meetings of the Members or the Board shall be provided as far in advance as practicable and may be by any means calculated to reach the attendees, including telephone or email. Email notice to a Member will be considered complete upon the sending of the email message to the Member Representative at the Representative's email address appearing on the records of TAHA. Each Member and/or Member Representative is responsible for supplying

the TAHA Secretary current contact information for that Member's Member Representative. Unless the President declares that an emergency exists requiring a shorter notice period, the minimum notice for a Members' meeting is ten days prior to the date of the meeting and the minimum notice period for a special meeting of the Board is two days. Any meeting of the Members of the Association will be considered to be in quorum if the notice provisions of this Section have been complied with.

Article 11--Vacancies and Removal

Section 1. Vacancies on the Board of Directors shall be filled by appointment of the Board, by a majority vote of the remaining members of the Board. The appointed replacement shall serve the remaining term of the member replaced.

Section 2. Vacancies in committee positions shall be filled by appointment of the President of the Association. In the event that the vacant position is not a Committee Chair, the President shall consult with the Chair of the committee on the appointment to be made.

Section 3. If a member of the Board of Directors fails or refuses to carry out the responsibilities of his or her position, or if in carrying out those responsibilities the Board member takes action(s) detrimental to the interests or operations of the Association, that Board member may be removed from office. Removal by the Board of Directors requires that a written statement of the reasons for the proposed removal be signed by a minimum of two members of the Board of Directors. The Board shall consider the statement and vote on the proposed removal at a meeting at which the person proposed to be removed shall have the right to be heard by the Board. Removal requires a majority vote of all Directors.

Article 12--Amendment of Bylaws

Section 1. Amendments to these bylaws may be proposed by the Board of Directors by majority vote.

Section 2. Proposed amendments to these bylaws must be distributed to Members through their Member Representative for review at least 30 days before any vote on the proposed amendments. The distribution of proposed amendments shall either announce a date for a meeting at which the amendments will be voted on by the Members or shall include a written ballot to be filled in and returned by the Members. The decision whether to conduct the voting at a meeting or by written

ballot, and whether to allow proxy voting if the voting is done by meeting, is to be determined by the Board.

Section 3. Approval of amendments to these bylaws requires a 60% majority vote of those voting.

Article 13--Dissolution

Section 1. Any voluntary dissolution of the Association shall be governed by and conducted according to the requirements of the Texas Non-Profit Corporation Act, Article 1396-6.01 through Article 1396-6.06 of the Texas Revised Civil Statutes, including any amendatory or successor legislation in effect at the time the issue of voluntary dissolution is considered.

Section 2. Any vote of the Members of the Association taken in connection with consideration of the voluntary dissolution of the Association must be taken at a meeting of the Membership called for that purpose.

Article 14--Dispute Resolution Procedures

Section 1. The purposes of this Article are (1) to provide a reasonable, fair and exclusive method of resolving any disputes arising within the Association between or among members, associations, Directors, officers, teams, parents, guardians, financial sponsors or any other person or group associated with TAHA and (2) to provide an administrative procedure that is a full and complete substitute for any court proceedings. The scope of disputes covered by this Article is intended to be the same as that provided in the Arbitration provisions of the Bylaws of USA Hockey. Disputes arising between TAHA and any member, association, Director, officer, teams, parents, guardians, financial sponsors or any other member will be subject to USAH dispute resolutions as in force at that time.

Section 2. Any action by any Member of the Association, regardless of intent, which may have the effect of avoiding or impairing any aspect of the procedures set forth in this article, specifically including (but not as a limitation) any action in resorting to a court or forum other than that established in these procedures, is prohibited and shall be grounds for the suspension or termination of any Member's membership in the Association.

Section 3. All disputes shall be submitted in writing to the Board of Directors. The person desiring to bring the dispute to the attention of the Board of Directors shall include in the written statement (1) a concise statement of the dispute, (2) reference to the bylaws, rules or policies of TAHA or USA Hockey or the action or decision of the Board of Directors, officer or other person from whose action or decision the dispute arises, (3) the names of any other persons involved in the dispute or who have knowledge of the facts relating to the dispute and (4) the specific relief requested.

Section 4. Upon receipt of a written statement of a dispute, the President shall make arrangements for a hearing of the dispute. The hearing shall be held no later than forty-five (45) days of the receipt of the written statement. The President shall make arrangements to notify all persons named in the written statement and any other persons necessary to a fair hearing of the dispute of the date, time and place of the hearing. Reasonable notice shall be seven (7) days unless mutually agreed upon by the President and the party(s) that is the subject of the dispute.

Section 5. Persons desiring to be heard at the hearing on the dispute shall notify the President at least three days before the hearing is scheduled. Persons on the opposing side of the dispute from the person who brought it to the Board may submit a written statement responding to the description of the dispute given to the Board. The President shall have the authority to set reasonable limits on the time allowed for any person to be heard on the dispute, provided, however, that those persons bringing the dispute and those responding shall be given substantially equal time to present their positions.

Section 6. The Board may hear evidence in any form on any matter relevant to the issue before it. The rules of evidence that apply to judicial proceedings shall not limit the presentations. The party who brought the dispute before the Board has the burden of proof in resolving the dispute.

Section 7. The Board shall make its decision on the dispute by a majority vote, and notify the parties of a decision within five (5) business days of the completion of the hearing or close of the record, whichever is later. The Board shall prepare and deliver a written decision to the parties within fourteen (14) days of the completion of the hearing or close of the record, whichever is later.

Section 8. The decision of the Board on the dispute shall be final, except that any party aggrieved by the decision on the dispute may appeal to or may seek to invoke the arbitration provisions of the Bylaws of USA Hockey.

Article 15--Miscellaneous Provisions

Section 1. In the event that questions of procedure arise at meetings of the Members or the Board of Directors that are not covered in these bylaws, the President (or a person designated as Parliamentarian of the meeting by the President) shall rule on such questions by reference to Robert's Rules of Order.

Section 2. Members of the Board of Directors of the Association, its officers and committee members, and/or any other person acting on behalf of the Association by delegation of the Board of Directors, shall be indemnified and saved harmless out of the funds of the Association to the fullest extent permitted by the Texas Non-Profit Corporation Act, Article 1396-2.22A, Texas Revised Civil Statutes, or any amendatory or successor legislation thereto, for any act or failure to act in connection with their activities on behalf of the Association. The Board of Directors shall make commercially reasonable efforts to obtain such coverage and is authorized to expend Association funds to purchase insurance covering any such persons against such liability. USA Hockey is to be named as an additional insured under any such policy.

Section 3. TAHA shall maintain liability insurance coverage under the general liability insurance policy maintained by USA Hockey, and may purchase additional insurance coverage as it deems necessary.