

BYLAWS OF
Southern California Interclub Association of Figure Skating Clubs

ARTICLE I
Name and Location

1.1. *Name.* The name of this corporation is Southern California Interclub Association of Figure Skating Clubs (hereinafter, “Interclub”).

1.2. *Principal Place of Business.* The principal office of Interclub shall be situated in Southern California at such specific location as the Board of Directors shall determine from time to time. Interclub may also have other offices as the Board of Directors determines from time to time.

ARTICLE II
Purpose

2.1. *Purpose.* Interclub is organized and operated for purpose described in its Articles of Incorporation. Without limiting the generality of the foregoing, Interclub may:

- a. Promote the advancement of figure skating in Southern California;
- b. Promote educational opportunities for skating officials, and other educational opportunities that benefit the Interclub skating community;
- c. Assist skaters by providing grants, awards and/or scholarships;
- d. Represent Southern California skaters and parents within the rules and by-laws of U.S. Figure Skating;
- e. Foster Interclub cooperation in testing, competitions and other events, consistent with Interclub’s stated objectives;
- f. Provide information and assistance to member clubs, and provide advice and guidance when requested by officers and directors of such clubs;
- g. Provide support and assistance in the development of new clubs desiring affiliation with U.S. Figure Skating and Interclub; and
- h. Track scores for and promote the Interclub Invitational Series, and to run the Interclub Invitational Series Final.

ARTICLE III
Prohibited Activities

3.1. *General Prohibitions.* Interclub will not take any action or carry on any activity not permitted by an organization exempt under 501(c)(3) of the Internal Revenue Code of 1986 and its regulations as amended, or by an organization, contributions to which are deductible under 170(c)(2) of such code and its regulations as amended.

3.2. *Lobbying and Political Activities.* No substantial part of the activities of Interclub shall consist of the publication or dissemination of materials with the purpose of attempting to influence legislation, and Interclub shall not participate or intervene in any political campaign on behalf of any candidate for public office or for or against any cause or measure being submitted to the people for a vote.

ARTICLE IV

Membership

4.1. *Eligibility for Membership.* Application for voting membership shall be open to any individual member club that (a) is a member of the United States Figure Skating Association, and (b) has a principal business in Southern California. Membership is granted after completion of a membership application by such prospective member, receipt of the membership application by the Secretary of Interclub. All memberships shall be granted upon a majority vote of the Board. The term “member” is defined in Section 5056 of the California Corporations Code. For purposes of these Bylaws, Sections 5110 through 6910 of the California Corporations Code shall hereafter be referred to as the “Act.” Each member is hereafter referred to as a “Member” or an “Interclub Member.” For purposes of these Bylaws, the term “Southern California” shall mean California cities south of Visalia, California.

4.2. *Initial Members.* The initial Interclub Members shall be: (1) All Year Figure Skating Club, (2) Arrowhead Figure Skating Club, (3) Channel Islands Figure Skating Club, (4) The North County Figure Skating Club, (5) Figure Skating Club of Southern California, (6) Glacier Falls Figure Skating Club, (7) La Jolla Figure Skating Club, (8) Los Angeles Figure Skating Club, (9) Orange County Figure Skating Club, (10) Pasadena Figure Skating Club, (11) San Diego Figure Skating Club, (12) South Bay Figure Skating Club, (13) Tri Valley Figure Skating Club, and (14) Ice in Paradise Figure Skating Club. Each reference in these Bylaws to “Members” or “Membership” shall include the foregoing Members and any Member subsequently added pursuant to the provisions of Section 4.1.

4.3. *Rights of Members.* Each Member shall have the right to:

- a. Appoint one (1) primary voting representative to cast the Member’s vote in elections of Interclub;
- b. Appoint one (1) alternative voting representative to cast the Member’s vote in elections of Interclub, in the event the primary representative is unable to attend any such meeting; and
- c. Initiate and implement any proposal with respect to:
 - i. the approval of Interclub’s annual budget and strategic plans;
 - ii. the undertaking of any single, unbudgeted debt or expenditure in excess of Twenty Thousand Dollars (\$20,000), whether individually or through a series of transactions in any twelve (12) month period;
 - iii. the negotiation or consummation of any merger, consolidation, affiliation, reorganization, or dissolution of Interclub;
 - iv. the negotiation or consummation of any sale, lease, disposition or hypothecation of any asset owned by Interclub, and which has a fair market value equal to or greater than Twenty Thousand Dollars (\$20,000);

- v. the entry by Interclub into any contract, lease, or other obligation not otherwise approved by the annual budget, and which imposes on Interclub, an aggregate obligation equal to or in excess of Twenty Thousand Dollars (\$20,000) in any consecutive twelve (12) month period;
- vi. the relinquishment or alteration of Interclub's tax-exempt status;
- vii. the material alteration of Interclub's corporate structure; and
- viii. the amendment, restatement, or rescission of Interclub's Articles of Incorporation or these Bylaws.

4.4. *Resignation and Termination.* Any Interclub Member may resign by filing a written resignation with the Secretary. Resignation shall not relieve a Member of its obligation to pay any unpaid dues, or other charges previously accrued prior to the effective date of such resignation. Alternatively, any Member can have its membership terminated by the vote of a majority of the Members. With respect to any termination of a Member's membership, Interclub shall comply with the reasonableness guidelines set forth in Section 5341(c) of the Act, namely (a) at least fifteen (15) days prior written notice to such Member detailing the reasons for such termination, and (b) an opportunity for such Member to be heard by the Board at least five (5) days prior to the effective date of such termination. Any Member whose membership is terminated shall not be entitled to a refund of any dues previously paid.

4.5. *Place of Meetings.* Meetings of the Members shall be held at any place within or outside of the State of California, as designated by the Board. In the absence of any such designation, meetings of the Members shall be held at 8041 Jackson Street, Paramount, California 90723.

4.6. *Annual Meetings.* The annual meeting for the election of Members of the Board and the transaction of such other business as may properly be brought before the Members, shall be held in such month and at such date and time as determined by the Board.

4.7. *Special Meetings.* Special meetings of the Members may be called at any time by the Board, Chairman of the Board, or Members constituting ten percent (10%) of the outstanding membership of Interclub.

4.8. *Quorum and Required Vote.* A majority of the Members shall constitute a quorum at annual and special meetings of the Members. Every act or decision done or made by a majority of the Members present at a meeting duly held at which a quorum is present shall be regarded as the act of the Members, unless a greater number is required by law, the Articles of Incorporation or these Bylaws.

4.9. *Notice of Meetings.* Written notice of the time, place and purpose of any annual or special meeting of Members shall be given not less than ten (10) days nor more than ninety (90) days before the date fixed for the meeting. Said notice shall be given to each Member who, on the record date for notice of meeting, is entitled to vote thereat; provided however, that if notice is given by mail, and the notice is not mailed by first-class, registered, or certified mail, that notice shall be given not less than twenty (20) days before the meeting. Alternatively, notice of any annual or special meeting may be given personally or by electronic transmission, provided that the Member to whom a notice is sent by electronic transmission has provided an address for its receipt of electronic transmissions of the type being used for notice, which provision shall constitute the Member's consent to the receipt of notice by electronic transmission, and the electronic transmission otherwise is made in compliance with the provisions of Section 20 of the California Corporations

Code.

4.10. *Voting Rights.* The right to elect the Board shall be vested exclusively in the Members. The Members shall be entitled one (1) vote for each of the seats on the Board to be filled. No Member shall have the right to cumulative voting. No vote cast by proxy shall be recognized or included in the tabulation of ballots. The Members shall have the right to vote upon, consent to, ratify, confirm and approve such actions of the Board as may be reported upon at the meetings of the Members and upon all other matters where such action is required under the laws of the State of California.

4.11. *Validity of a Defectively Called or Noticed Meeting.* The transactions of any meeting of the Members, however called and noticed, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the Members not present, and each of the Members who, though present, has prior to the meeting or at its commencement protested the lack of proper notice to it, signs a written waiver of notice or consent to holding such meeting or an approval of the minutes thereof. All such waivers, consents or approvals shall be made a part of the minutes of the meeting. Each Member who is present at any meeting and does not, prior to or at the commencement of the meeting, protest the lack of proper notice to that Member shall be deemed to have waived the Member's right to notice of the meeting.

4.12. *Fees and Compensation.* Members shall not receive any stated compensation for their services as Members; provided, however, that Members may be reimbursed for any expenses actually incurred in connection with the performance of their duties as Members upon approval by the Board.

4.13. *Action Without a Meeting.* Any action which may be taken at an annual or special meeting of the Members may be taken without a meeting and without prior notice if a consent in writing, setting forth the action taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Notwithstanding the foregoing, the Board may not be elected by written consent except by the unanimous written consent of all Members entitled to vote for the election of directors. Such consent or consents shall be filed with the minutes of the proceedings of the Members and shall have the same force and effect as a unanimous vote of such Members.

4.14. *Conference Telephone.* Members may participate in a meeting through use of conference telephone or similar communications equipment, so long as all Members participating in such meeting can hear one another.

4.15. *Membership Certificates.* The corporation shall not issue membership certificates.

4.16. *Dividends.* No dividends shall be declared or paid to the Members, it being expressly understood that Interclub is not formed for profit and does not contemplate pecuniary gain, profit or dividends for the Members and is a corporation organized and operated exclusively for charitable, educational, religious, and scientific purposes, no part of the net earnings of which shall inure to the benefit of any private individual.

ARTICLE V

Board of Directors

5.1. *General Powers.* Except for those matters reserved to the Members, and subject to such other limitations as may be set forth in the Act, the Articles of Incorporation, or these Bylaws, the activities and affairs of Interclub shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the corporation's activities to any person(s), management company or committees, however composed, provided that the activities and affairs of the corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. No assignment, referral or delegation of authority by the Board or anyone acting under such delegation shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

5.2. *Specific Powers.* Without prejudice to its general powers, but subject to those matters reserved to the Members and the other limitations set forth above, the Board shall have the following powers in addition to any other powers enumerated in these Bylaws and permitted by law:

- a. To select and remove all of the officers, agents and employees of the corporation; to prescribe powers and duties for them which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws; and to fix their compensation;
- b. To conduct, manage and control the affairs and activities of the corporation and to make such rules and regulations therefor which are not inconsistent with law, the corporation's Articles of Incorporation or these Bylaws, as it deems best;
- c. To elect a Chairman and Vice-Chairman of the Board;
- d. To adopt, make and use a corporate seal and to alter the form of the seal from time to time, as it deems best;
- e. To borrow money and incur indebtedness for the purposes of the corporation, and to cause to be executed and delivered therefor, in the corporate name promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities therefor;
- f. To carry on a business at a profit and apply any profit that results from the business activity to any activity in which it may lawfully engage;
- g. To act as trustee under any trust incidental to the principal object of the corporation, and receive, hold, administer, exchange and expend funds and property subject to such trust;
- h. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of real and personal property; and
- i. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental or expedient to the attainment of any corporate purpose.

5.3. *Number.* The Board shall consist of no less than five (5) and no more than seven (7) members.

5.4. *Qualifications.* Each director must be an individual member of a member club. No two (2) directors may be members of the same member club.

5.5. *Election.* Election to the Board shall be by majority vote of the Member clubs, which shall occur, except in the case of filling vacancies, at the annual meeting of the Interclub Member clubs.

5.6. *Term.* At the first annual meeting, the Board shall be divided into two (2) approximately equal groups, and designated by the Board to serve one (1) or two (2) year terms. Thereafter, the term of office of each director shall be for a term of two (2) years. Each director, including a director elected to fill a vacancy shall hold office until the expiration of the term for which he or she was elected and until the election and qualification of a successor, or until such director's earlier resignation or removal in accordance with these Bylaws and California Non-Profit Corporation Law.

5.7. *Resignation.* Subject to the provisions of Section 5226 of the Act, any director may resign effective upon giving written notice to the Chairman of the Board, Secretary or the Board, unless notice specifies a later effective time. If the resignation is effective at a future time, a Successor may be selected before such time, to take office when the resignation becomes effective.

5.8. *Vacancies.*

- a. A Board vacancy or vacancies shall be deemed to exist if any director dies, resigns, or is removed, or if the authorized number of directors is increased.
- b. The Board may declare vacant the office of any director who: (i) has been convicted of a felony, (ii) has been found to have breached any duty arising under Article 3 of Chapter 2 of the Act (iii) has been deemed to be of unsound mind, by any court of competent jurisdiction, (iv) ceases to be a member of an Interclub Member, (v) alters or modifies such individual member's membership such that the individual member becomes a member of another Interclub Member that is already represented on the Board, or (vi) is absent from three (3) consecutive meetings of the Board without the written approval of the Chairman of the Board.
- c. A vacancy on the Board shall be filled by the remaining members of the Board. Each director so elected shall hold office until the expiration of the term of the replaced director and until a successor has been appointed and qualified.
- d. No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office.

5.9. *Place of Meetings.* Meetings of the Board may be held at the principal office of Interclub or at any other place within or without the State of California which has been designated in the notice of the meeting or, if there is no notice, by resolution of the Board.

5.10. *Annual Meetings.* The Board shall hold an annual meeting for the purposes of organization, selection of officers, and the transaction of such other business as may properly come before the Board. The annual meeting shall be held in such month and at such date and time as the Board may establish from time to time.

5.11. *Regular Meetings.* Regular meetings of the Board, may be held without call or notice on such dates and at such times and places as may be from time to time fixed by the Board.

5.12. *Special Meetings.*

- a. Special meetings of the Board for any purpose(s) may be called at any time by the Chairman of the Board or any two (2) directors.
- b. Special meetings of the Board may be held only after each director has received four (4) days' notice by first-class mail or forty-eight (48) hours' notice given personally or by telephone, including a voice messaging system, or by electronic transmission, provided that the director to whom a notice is sent by electronic transmission has provided an address for his or her receipt of electronic transmissions of the type being used for notice, which provision shall constitute the director's consent to the receipt of notice by electronic transmission, and the electronic transmission otherwise is made in compliance with the provisions of Section 20 of the California Corporations Code.
- c. Except as otherwise provided in the preceding paragraph (b), any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the corporation or as may have been given to the corporation by the director for purposes of notice or, if an address is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the directors are regularly held.
- d. Written notice by mail shall be deemed to have been given at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Written notice that is personally served or sent by electronic transmission shall be deemed to have been given at the time it is personally delivered or electronically transmitted. Oral notice shall be deemed received at the time it is communicated, in person or by telephone, including a voice messaging system or other system or technology designed to record and communicate messages to the recipient, including the recipient's designated voice mailbox or address on such system, or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

5.13. *Quorum and Voting.* A majority of the directors then in office shall constitute a quorum. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present is an act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of any director, if any action taken is approved by at least a majority of the required quorum for such meeting. Directors may not vote by proxy.

5.14. *Participation in Meetings by Telephone Conference.* Directors may participate in a meeting through the use of telephone conference or similar communications equipment, provided all directors participating in such meeting can adequately hear one another. Participation in a meeting pursuant to this Section constitutes personal presence at such meeting.

5.15. *Waiver of Notice.* Notice of a meeting need not be given to any director who signs a waiver of notice, a written consent to the holding of the meeting, on approval of the minutes of the meeting, whether before or after the meeting, or who attends the meeting without protesting the lack of notice prior thereto or at its commencement. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. The business to be transacted at, and the purpose of, any annual meeting of the Board need not be specified in the notice or waiver of notice of such meeting.

5.16. *Adjournment.* A majority of the directors present, whether or not a quorum is present, may adjourn any directors' meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of such adjournment to another time or place shall be given, prior to the time scheduled for the continuation of the meeting, to the directors who were not present at the time of the adjournment.

5.17. *Action Without a Meeting.* Any action required or permitted to be taken by the Board may be taken without a meeting if all directors individually or collectively consent in writing to such action. Such consent(s) shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board.

5.18. *Rights of Inspection.* Every director has the absolute right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation provided such inspection is conducted at a reasonable time after reasonable notice.

5.19. *Fees and Compensation.* Directors shall not be compensated for their services, provided, however, that the Board may approve the reimbursement of a director's actual and necessary expenses incurred in the conduct of Interclub's business. Nothing herein shall be construed to preclude any director from serving the Interclub in any other capacity and receiving compensation therefor. The corporation shall carry liability insurance covering the directors in the conduct of Interclub's business.

5.20. *Restriction of Interested Directors.* Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a director as a director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of any such person. However, any violation of the provisions of this Section shall not affect the validity or enforceability of any transaction entered into by Interclub.

5.21. *Standard of Care.*

- a. A director shall perform all duties of a director, including duties as a member of any committee of the Board on which the director may serve, in good faith, in a manner such director believes to be in the best interests of the corporation and with such care, including the duty to make reasonable inquiries, as an ordinarily prudent person in a like situation would use under similar circumstances.
- b. In performing the duties of a director, a director may rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:
 - i. One or more officers or employees of the corporation whom the director believes to be reliable and competent in the matters presented;
 - ii. Legal counsel, independent accountants or other persons as to matters which the director believes to be within such person's professional or expert competence; or
 - iii. A committee of the Board upon which the director does not serve as to matters within its designated authority, provided the director believes that the committee merits confidence and the director acts in good faith, after reasonable inquiry when the need

therefor is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

- c. The Board shall avoid speculation in investing, reinvesting, purchasing, acquiring, exchanging, selling and managing the corporation's investments. Instead, the Board is to consider the permanent disposition of the funds, the probable income, and the probable safety of the corporation's capital, and is to comply with the express terms of the instrument or agreement, if any, pursuant to which the assets were contributed to the corporation. Assets which are directly related to the corporation's public or charitable programs are not subject to this subparagraph (c).

ARTICLE VI

Officers

6.1. *Officers.* The officers of Interclub shall be a Chairman of the Board, the Vice-Chairman of the Board, Secretary, Treasurer, and such other officers as may be elected in accordance with the provisions of this Article VI. Not more than one office may be held simultaneously by the same person. The Chairman may not be the president of an Interclub Member.

6.2. *Election.* The officers of Interclub, except such officers as may be elected or appointed in accordance with the provisions of Section 6.3 or Section 6.6, shall be chosen at the annual meeting by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal or other disqualification from service, or until their respective successors shall be elected.

6.3. *Subordinate Officers.* The Board may elect, and may empower the Chairman of the Board to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.

6.4. *Removal.* Any officer may be removed, either with or without cause, by a resolution adopted by two-thirds (2/3) of all of the members of the Board at any time or, except for an officer chosen by the Board, by any officer upon whom the Board may confer such power of removal. Any such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.

6.5. *Resignation.* Any officer may resign at any time by giving written notice to the Board; such resignation may not prejudice the rights, if any, of Interclub under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.6. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.

6.7. *Chairman of the Board.* The Chairman shall be the chief executive officer of Interclub and, in general, shall supervise and control all of the business and affairs of Interclub. He or she may sign, with the Secretary or any other proper officer of Interclub authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments or documents which the Board has authorized to be executed; and he or she shall perform all such other duties as may be prescribed by the Board from time to time.

6.8. *Vice-Chairman.* Upon the death, resignation or removal of the Chairman, the Vice-Chairman shall assume the office, and the duties and responsibilities of the Chairman, until the Board appoints or elects a successor to the role of Chairman.

6.9. *Secretary.* The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, including the following information for all such meetings: the time and place of holding; whether regular or special; if special, how authorized; the notice thereof given; the names of those present and absent, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California, the original or a copy of the corporation's Articles of Incorporation and Bylaws, as amended to date, and a register showing the names of all directors and their respective addresses. The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, and shall distribute the minutes of meetings of the Board to all Members promptly after the meetings; shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the Treasurer; and shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

6.10. *Treasurer.* The Treasurer shall be responsible for all funds and securities of Interclub; receive and give receipts for monies due and payable to Interclub and deposit all such monies in the name of the Interclub in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of the Bylaws; and perform such other duties as from time to time may be assigned to him by the Chairman or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine.

ARTICLE VII

Committees

7.1 *Board Committees.* The Board may, by resolution adopted by a majority of the directors then in office, provided that a quorum is present, create one or more standing or ad hoc committees, each consisting of at least two (2) members of the Board, to serve at the pleasure of the Board. Appointments to such Board committees shall be by majority vote of the directors then in office. Unless otherwise provided in these Bylaws or by the laws of the State of California, each committee shall have all of the authority of the Board to the extent delegated by the Board, except that no committee, regardless of Board resolution, may:

- a. Fill vacancies on the Board or on any committee which has the authority of the Board;
- b. Fix compensation of directors for serving on the Board or any committee;
- c. Amend or repeal Bylaws or adopt new Bylaws;
- d. Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- e. Appoint committees of the Board or the members thereof;
- f. Spend corporate funds to support a nominee or applicant for director after there are more people nominated for director than can be elected;
- g. Approve any self-dealing transaction, except as provided in Section 5233(d)(3) of the Act; or

- h. Approve any action for which the Act requires the approval of the Board.

7.2 *Meetings and Actions of Board Committees.* The Board shall have the power to prescribe the manner in which proceedings of any such Board committee shall be conducted. In the absence of any such prescription, the committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, meetings and actions of Board committees shall be governed by, held and taken in accordance with, the provisions of Article 4 of these Bylaws which concern meetings of the Board, with such changes in those provisions as required by this Article 7 and as necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of the committees may be determined either by resolution of the Board or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board. Notice of special meetings of Board committees shall be given to any and all alternate members who shall have the right to attend all meetings of the committee. The Board may adopt rules for the government of any Board committee not inconsistent with the provisions of these Bylaws.

7.3 *Advisory Committees.*

- a. The Chairman, subject to the limitations imposed by the Board, or the Board may create advisory committees, either standing or special, to serve the Board, which do not have the powers of the Board. The Chairman shall appoint members to serve on such committees. Members of an advisory committee are not required to be members of the Board, provided, however, that if any member of the Board serves on an advisory committee, such member shall be designated as the committee chairman. Each member of a committee shall continue as such until the next annual election of officers and until his or her successor is appointed, unless the committee member sooner resigns or is removed from the committee.
- b. Meetings of a committee may be called by the Chairman of the Board, the chairman of the committee or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. Each committee may keep minutes of its proceedings and shall report periodically to the Board. A committee may take action by majority vote.

7.4 *Resignation and Removal of Committee Members.* Any member of a committee may resign at any time by giving written notice to the chairman of the committee or to the Chairman of the Board. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The Chairman of the Board may, with prior approval of the Board, remove any member of a Board committee, and may, without prior approval of the Board, remove any member of an advisory committee. The Chairman of the Board, with the prior approval of the Board, shall appoint a member to fill a vacancy on any Board committee, and may, without prior approval of the Board, appoint a member to fill a vacancy on any advisory committee.

7.5 *Audit Committee.* Interclub may form an audit committee, provided that if the threshold set forth in Section 12586(e) of the California Government Code is satisfied, Interclub shall ensure that the committee complies with the requirements set forth therein.

ARTICLE VIII

Contract, Checks, Deposits and Funds

8.1 The Board may authorize any officer or officers, agent or agents of Interclub, in addition to or in place of the officers so authorized by the Bylaws, to enter into a contract or execute and deliver any instrument or document in the name and on behalf of Interclub, and such authority may be general or confined to specific instances.

8.2 All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of Interclub, shall be signed by such officer or officers and/or agent or agents of Interclub and in such manner as shall from time to time be determined by resolution of the Board.

8.3 All funds of Interclub shall be deposited from time to time to the credit of Interclub in such banks, trust companies or other depositories as the Board may select.

8.4 The Board may accept on behalf of Interclub any contribution, gift, bequest, or devise for the general purposes or for any special purpose of Interclub. Such contributions, gifts, bequests, or devises shall be in conformity with the laws of the United States, the State of California, and any other relevant jurisdiction.

ARTICLE IX Books and Records

Interclub shall keep correct and complete books and records of account and also shall keep minutes of the proceedings of its Board and committees having any of the authority of the Board.

ARTICLE X Fiscal Year

The fiscal year of Interclub shall begin on the first day of July and end on the last day of June in each year.

ARTICLE XI Conflict Resolution

Any Member club or clubs having a complaint against another Member club alleging the infraction of any law or rule, or for conduct injurious to Interclub, may report such, in writing, to the Board. The complaint shall set forth the facts of the case, together with the names of witnesses, if any. After receiving a complaint, a meeting of the Board shall be held as soon as practicable to investigate the allegations and to attempt to resolve the complaint in a manner consistent with the Conflict Management and Conflict Resolution Guide of the U.S. Figure Skating, as the same may be in effect from time to time. The complainant(s) and the Member club that is the subject of the complaint shall be given copies of any written statements regarding the complaint and shall be notified at least seven (7) days prior to the date set for the hearing.

ARTICLE XII Indemnification

12.1 *Definitions.* For the purpose of this Article, “agent” means any person who is or was a director, officer, employee or other agent of Interclub, or is or was serving at the request of Interclub as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; “proceeding” means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and “expenses” includes, without limitation, attorneys’ fees and any expenses of establishing a right to indemnification under Section 12.2c) or Section 12.2d.ii) of this Article.

12.2 *Indemnification of Agents.*

- a. This corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of this corporation to procure a judgment in its favor, an action brought under Section 5233 of the Act, or an action brought by the Attorney General of California or a person granted relator status by the Attorney General of California for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of Interclub, against expenses, judgment, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of this corporation and, in the case of a criminal proceeding, such person had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this corporation, nor that the person had reasonable cause to believe that the person’s conduct was unlawful.
- b. This corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this corporation, or brought under Section 5233 of the Act, or brought by the Attorney General of California or a person granted relator status by the Attorney General of California for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of this corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of this corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 12.2(b):
 - i. In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to this corporation in the performance of such person’s duty to this corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
 - ii. of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
 - iii. of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval unless it is settled with the approval of the

Attorney General of California.

- c. To the extent that an agent of this corporation has been successful on the merits in defense of any proceeding referred to in subsection (a) or (b) of this Section 12.2 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.
- d. Except as provided in subsection (c) of this Section 12.2, any indemnification under this Section 12.2 shall be made by Interclub only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subsection (a) or (b) of this Section 12.2, by:
 - i. A majority vote of a quorum consisting of directors who are not parties to such proceeding; or
 - ii. The court in which such proceeding is or was pending, upon application made by this corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by this corporation.
- e. Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized by this Section 12.2.
- f. Expenses incurred in defending any proceeding may be advanced by this corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized by this Section 10.2. The provisions of Section 8.8 of this agreement do not apply to advances made pursuant to this Section 12.2.
- g. No indemnification or advance shall be made under this Section 12.2, except as provided in Section 12.2(c) or Section 12.2(d.ii) hereof, in any circumstances where it appears:
 - i. That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws or an agreement in effect at the time of accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
 - ii. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

12.3 *Purchase of Liability Insurance.* Upon and in the event of a determination by the Board to purchase such insurance, this corporation shall purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not this corporation would have the power to indemnify the agent against such liability under the provisions of this Article; provided, however, that this corporation shall have no power to purchase and maintain such insurance to indemnify any agent of this corporation for violation of Section 5233 of the Act.

12.4 *Non-applicability to Fiduciaries of Employee Benefit Plans.* This Article XII does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent, as defined in Section 12.1, of the employer corporation. The corporation shall have the power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by Section 207(f) of the California Corporations Code.

ARTICLE XIII **Amendments to Bylaws**

13.1 The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by majority vote of the Board present at any annual, regular or special meeting of the Board, if at least fifteen (15) days written notice is given of intention to alter, amend or repeal the Bylaws or to adopt new Bylaws at such meeting.

13.2 The Bylaws may be altered, amended or repealed and new Bylaws may be adopted by two-thirds (2/3) vote of the Members present at the annual meeting of the Members. Members representing at least two-thirds (2/3) of the voting power of Interclub, and whose dues are not in arrears, may submit a proposal to amend, alter or repeal any provision of these Bylaws, provided that such proposal is submitted to the Secretary at least thirty (30) days prior to any meeting of the Members. At such meeting of the Members, the Secretary shall distribute to the Members text of the proposal.

ARTICLE XIV **Other Provisions**

14.1. *Validity of Instruments.* Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance or other written instrument and any assignment or endorsement thereof executed or entered into between the corporation and any other person, shall be valid and binding on the corporation when signed by the Chairman or any Vice-Chairman and by the Secretary or Treasurer of Interclub, unless the other party to such transaction had actual knowledge that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner as from time to time shall be determined by the Board and, unless so authorized by the Board, no officer, agent or employee shall have any power or authority to bind the corporation by any contract or engagement, to pledge its credit, or to render it liable for any purpose or amount.

14.2. *Construction and Definitions.* Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Act shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both the corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provision.
