BYLAWS OF
CALIFORNIA HOCKEY OFFICIALS, INC.
(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

Section 1.01 The name of the organization is California Hockey Officials, Inc. (the "**Corporation**").

ARTICLE II
OFFICES

Section 2.01 The principal office of the Corporation shall be located at such place within the State of California as shall be fixed from time to time by resolution of the Board of Directors (the "**Board**"), and if no place is fixed by the Board, such place as shall be fixed by the President. The Corporation may also have such other offices within and without the State of California as the Board may from time to time determine or the business of the Corporation may require.

ARTICLE III
PURPOSE

Section 3.01 The purposes of the Corporation shall be those set forth in the Articles of Incorporation of the Corporation, as may be amended from time to time (the "**Articles of Incorporation**").

Section 3.02 The specific purpose of the Corporation is to scholarship funds for future scholars and families in surrounding communities.

ARTICLE IV
NO MEMBERS

Section 4.01 **No Members.** The Corporation shall have no members. Any action that would otherwise require the approval of the members shall only require approval by the Board.

Section 4.02 **Non-Voting Members.** The Board may refer to persons associated with the Corporation who have no voting rights as "members" and adopt policies and procedures for the admission of such persons. Such persons are not "members" within the meaning of Section 5056 of the California Nonprofit Corporation Law.

ARTICLE V
BOARD OF DIRECTORS

Section 5.01 **Powers.**

(a) Subject to applicable law and in accordance with the purposes and limitations set forth in the Articles of Incorporation and herein, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board.

(b) The Board may delegate the management of the Corporation's activities to any person or persons, management company, or committee 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.

Section 5.02 Number. The authorized number of directors of the Corporation shall be not less than five (5) nor more than seven (7); provided that the minimum number or maximum number, or both, may be increased or decreased from time to time by resolution of the Board, but such action by the Board shall require a vote of a majority of the Entire Board (as defined in Section 5.03 herein) and no decrease shall shorten the term of any director then in office. The exact number of authorized directors shall be fixed, within the limits set forth in this Section, by resolution of the Board.

Section 5.03 Entire Board. As used in these bylaws, the term "**Entire Board**" shall mean the total number of directors then in office.

Section 5.04 Qualifications. Each director shall be at least 18 years of age.

Section 5.05 Election and Term of Office.

(a) **Election.** A person shall be nominated to the Board by a director and elected by a majority of the Board at each annual meeting of the Board.

(b) **Term of Office.** For the purpose of staggering the directors' terms of office with one-half (1/2) of the Board eligible for election or replacement each year, the Board shall divide the directors serving at the time of the adoption of these by-laws, and any additional directors appointed at such time, into two classes as nearly equal in number as possible. Each such class shall be appointed to a term of three (3), or four (4) years. At the conclusion of the initial terms, each director's subsequent term shall be for a period of three (3) years and until the election and qualification of a successor, or until such director's death, resignation, or removal. In the event of an increase or decrease in the number of directors, additional directors may be elected to terms of three (3), or four (4) years as may be necessary to maintain equality in numbers among classes of directors.

Section 5.06 Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the authorized number of directors, and vacancies occurring for any reason, including any vacancy occurring by reason of the death, resignation, or removal of a director, may be filled at any meeting of the Board by the vote of the majority of the directors then in office, although less than a quorum, or by a sole remaining director. Each director so elected shall serve until the end of the term of the vacant position and until such director's successor is elected and qualified.

Section 5.07 Removal.

(a) Any director may be removed at any time without cause by a majority of the Entire Board at a regular or special meeting called for that purpose, or with cause by a majority of the directors present at such a meeting where there is a quorum. For purposes of this Section 5.07, cause exists if the director has been declared of unsound mind by a final order of court, is convicted of a felony, is found by final order or judgment of any court to have breached a duty under Article 3 of the California Nonprofit Corporation Law governing standards of conduct or misses fifty one percent (51%) or more of the meetings of the Corporation in one two-year period.

(b) No reduction of the authorized number of directors shall have the effect by itself of removing any director before the expiration of the director's term of office.

Section 5.08 Resignation. Any director may resign from the Board at any time by giving written notice to the Board, the President, or the Secretary of the Corporation, except if such resignation would leave the Corporation without a duly elected director. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board or such officer. The acceptance of such resignation shall not be necessary to make it effective. No resignations shall discharge any accrued obligation or duty of a director.

Section 5.09 Annual and Regular Meetings. The Board shall hold an annual meeting, at a time and place fixed by the Board, at which meeting the Board shall elect directors, appoint officers, and transact any other business as shall come before the meeting. Regular meetings of the Board shall be held at such times and places as may fixed by the Board from time to time by resolution or as specified in the notice of the meeting.

Section 5.10 Special Meetings. Special meetings of the Board may be held at any time upon the call of the Board Chair, the President, the Vice President, the Secretary, or any two (2) directors, in each case at such time and place as shall be fixed by the person or persons calling the meeting, as specified in the notice thereof.

Section 5.11 Place of Meetings. Meetings of the Board may be held at any place within or without the State of California that is designated in the notice of the meeting. If no place is stated in the notice or if there is no notice, meetings shall be held at the principal executive office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

Section 5.12 Notice of Meetings.

(a) **No Notice Required.** No notice of a regular meeting shall be required where the time and place of the meetings are fixed by Board resolution, as permitted under Section 5.09. Notice of a regular or special meeting need not be given to a director who submits a signed waiver of notice before or at the meeting's commencement, or who attends the meeting without protesting (not later than the commencement of the meeting) the lack of notice to the director.

(b) **Notice Required.** Notice of any special meeting, and of any regular meeting if the time and place are not so fixed by Board resolution, shall be given to each director.

(c) **Delivery of Notice.** Notice, when required, shall be given to each director by one of the following methods:

(i) First-class mail, with prepaid postage thereon;

(ii) Telephone, including a voice messaging system or other system or technology designed to record and communicate messages;

(iii) Facsimile transmission, email, or other electronic means, if the director has consented to accept notices in this manner; or

(iv) Personal delivery of oral or written notice, including by courier service.

Such notice shall be addressed or delivered to each director at the director's address or contact information as it appears on the records of the Corporation. Notice shall be deemed to have been given when sent, and if by mail, when deposited in the United States mail with prepaid postage thereon.

(d) **Timing of Notice.** Notice must be given to each director at least four (4) days before the time set for the meeting if by first-class mail and at least forty-eight (48) hours before the time set for the meeting if given personally, by telephone, by facsimile transmission, or by email or other electronic means.

(e) **Content of Notice.** Notice shall state the time and place where the meeting is to be held. The notice need not specify the purpose of the meeting unless required to elsewhere by these bylaws.

Section 5.13 Quorum and Action of the Board. The presence of a majority of the Entire Board shall constitute a quorum for the transaction of business. Any act approved by a majority of the directors present at a duly held meeting at which a quorum is present is the act of the Board, unless the California Nonprofit Corporation Law, the Articles of Incorporation, or these bylaws require a greater number. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors leaving less than a quorum, if any action is approved by at least a majority of the directors who constitute the required quorum for the meeting, or such greater number as required by the California Nonprofit Corporation Law, the Articles of Incorporation, or these bylaws.

Section 5.14 Meeting by Remote Communication. Members of the Board or any committee thereof may participate in a meeting of the Board or such committee by means of a conference telephone, electronic video screen communication, or electronic transmission by and to the Corporation. Participation by conference telephone or electronic video screen communication constitutes presence in person if all directors participating in the meeting can hear one another. Participation by electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person if each participating director can communicate concurrently with all other participating directors, each director has the means to participate in all matters before the Board, including the ability to propose or object to a specific action proposed to be taken, and the transmission creates a record that is capable of retention, retrieval, and review, and may thereafter be rendered into clearly legible tangible form.

Section 5.15 Adjournment of Meeting. A majority of the directors present, whether or not a quorum is present, may adjourn the meeting to another time and place. If a meeting is adjourned for more than twenty-four (24) hours, notice of the adjournment to another time and place shall be given before the adjourned meeting to each director not present at the time of the adjournment.

Section 5.16 Action Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof may be taken without a meeting if all of the directors or committee members consent to the action in writing and the number of directors or committee members then serving constitutes a quorum. For purposes of this Section 5.16 only, "all of the directors or committee members" shall not include any interested director as defined in Section 5233 of the California Nonprofit Corporation Law. The written consents shall be filed with the minutes of the proceedings of the Board or committee. The action by written consent shall have the same force and effect as a unanimous vote of the directors or committee members.

Section 5.17 Compensation. The Corporation shall not pay compensation to directors for services rendered to the Corporation as directors, except that directors may be reimbursed for reasonable expenses incurred in the performance of their duties to the Corporation. A director may receive reasonable compensation for the performance of services provided to the Corporation in any capacity separate from the director's responsibilities as a director when so authorized by a majority of the directors then in office, and as long as no more than 49% of the directors are interested persons within the meaning of Section 5227 of the California Nonprofit Corporation Law.[1]

ARTICLE VI
COMMITTEES

Section 6.01 Executive Committee and Other Committees of the Board. The Board, by resolution adopted by a majority of the Entire Board, may designate one or more committees, including an executive committee, each consisting of one (1) or more directors, to serve at the pleasure of the Board and to exercise the authority of the Board to the extent provided in the resolution establishing the committee, except that no such committee shall have authority to:

(a) Approve any action for which the California Nonprofit Corporation Law, the Articles of Incorporation, or these bylaws requires approval by the Entire Board.

(b) Fill vacancies on the Board or in any committee which has the authority of the Board.

(c) Amend or repeal the 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.

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[1] For the purpose of this section, interested persons means either:

(1) Any person currently being compensated by the corporation for services rendered to it within the previous 12 months, whether as a full- or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; or

(2) 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.

(e) Appoint committees of the Board or the members thereof.

(f) Expend corporate funds to support a nominee 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 California Nonprofit Corporation Law.[2]

The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board or any member thereof of any responsibility imposed by law.

Section 6.02 Quorum and Action by Committee. Unless otherwise provided by resolution of the Board, a majority of all of the members of a committee shall constitute a quorum for the transaction of business and the vote of a majority of all of the members of a committee shall be the act of the committee. The procedures and manner of acting of the Executive Committee and the other committees of the Board shall be subject at all times to the direction of the Board.

Section 6.03 Alternate Members. The Board, by vote of a majority of the Entire Board, may designate one (1) or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Section 6.04 Nonprofit Integrity Act. In any fiscal year in which the Corporation receives or accrues gross revenues of two million dollars or more (excluding grants from, and contracts for services with, governmental entities for which the governmental entity requires an accounting of the funds received), the Board shall:

(a) Prepare annual financial statements using generally accepted accounting principles that are audited by an independent certified public account (the "**CPA**") in conformity with generally accepted auditing standards;

(b) Make the audit available to the Attorney General and to the public within nine (9) months after the close of the fiscal year to which the statements relate;

(c) Make the audited financial statements available to the public on the same basis that the Internal Revenue Service Form 990 is required to be made available; and

(d) Appoint an Audit Committee.

Section 6.05 Audit Committee. The Audit Committee, whether standing or appointed by the Board from time to time, shall not include paid or unpaid staff or employees of the Corporation, including, if staff members or employees, the President or Chief Executive Officer, or the Treasurer or Chief Financial Officer. If there is a finance committee, members of the finance committee shall constitute less than 50% of the membership of the Audit Committee and the chairperson of the Audit Committee shall not be a member of the finance committee. Subject to the supervision of the Board, the Audit Committee shall:

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[2] Corporations Code section 5233(d) prevents the granting of remedies in any action for a self-dealing transaction if the Attorney General or the court has approved the transaction before or after it was consummated.

(a) Make recommendations to the Board on the retention and termination of the CPA;

(b) Negotiate the CPA's compensation, on behalf of the Board;

(c) Confer with the CPA to satisfy the Audit Committee members that the financial affairs of the Corporation are in order;

(d) Review and determine whether to accept the audit; and

(e) Approve non-audit services by the CPA and ensure such services conform to the standards for auditor independence set forth in the United States Comptroller General's Yellow Book or as prescribed by the Attorney General.

Section 6.06 Advisory Committees. The Board may create one or more advisory committees to serve at the pleasure of the Board. Appointments to such advisory committees may, but need not, be directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect.

ARTICLE VII
OFFICERS

Section 7.01 Officers. The officers of the Corporation shall consist of at least a Board Chair or a President or both, a Secretary, and a Treasurer or a Chief Financial Officer or both. The Board may from time to time appoint such other officers, including one or more Vice Presidents, as it may determine. All officers shall be chosen by the Board from slates of candidates eligible and willing to serve. One person may hold, and perform the duties of, more than one office, except that the same person may not concurrently hold the offices of President or Board Chair and Secretary, Treasurer or Chief Financial Officer.

Section 7.02 Election, Term of Office and Qualifications. The officers of the Corporation shall be elected by a majority vote of the Board at the annual meeting of the Board, and each officer shall hold office for a one (1) year term, subject to the rights, if any, of an officer under any contract of employment. Each officer shall hold such office until such officer's successor is elected and qualified or until such officer's earlier death, resignation, or removal. Officers may be elected for an indefinite number of consecutive terms. Except as may otherwise be provided in the resolution of the Board choosing an officer, no officer need be a director. All officers shall be subject to the supervision and direction of the Board.

Section 7.03 Removal. Any officer elected or appointed by the Board may be removed at any time, with or without cause, by a vote of a majority of the directors present at a duly held meeting at which a quorum is present, subject to the rights, if any, of an officer under any contract of employment.

Section 7.04 Resignation. Any officer may resign at any time by giving at least five (5) calendar days written notice to the Board. Unless otherwise specified in the notice, the resignation shall take effect at the time of receipt by the Board. The acceptance of such resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the Corporation under any contract to which the officer is a party.

Section 7.05 Vacancies. A vacancy in any office arising from any cause shall be filled for the unexpired portion of the term by the Board at the next regular or special meeting of the Board.

Section 7.06 Board Chair. The Board Chair, if any, shall be a director and preside at all meetings of the Board, and exercise and perform such other powers and duties as may from time to time be assigned to the Board Chair by the Board. If the Corporation has both a Board Chair and a President, the Board shall, by resolution, establish the specific duties carried by each position.

Section 7.07 President. The President shall preside at all meetings of the Board if there is no Board Chair or in the Board Chair's absence. The President shall have the general powers and duties of supervision and management of the Corporation which usually pertain such office and shall perform all such other duties as are properly required of the President by the Board. The President shall, in addition, be the Chief Executive Officer with the power to hire, supervise, and fire all of the Corporation's employees, subject to the terms of any employment contract.

Section 7.08 Vice President. Each Vice President may be designated by such title as the Board may determine, and each such Vice President in such order of seniority as may be determined by the Board, shall, in the absence or disability of the President perform the duties and exercise the powers of the President. Each Vice President also shall have such other powers and perform such duties as usually pertain to such office or as are properly required of the Vice President by the Board.

Section 7.09 Secretary. The Secretary shall have the following powers and duties, and such other powers and duties as usually pertain to such office or as are properly required of the Secretary by the Board:

(a) **Articles and Bylaws.** The Secretary shall keep or cause to be kept the original or a copy of the Corporation's articles of incorporation and these bylaws, as amended, at its principal office in the State of California.

(b) **Minutes and Resolutions.** The Secretary shall record, certify, and keep, or cause to be kept, the original or a copy of the minutes of all meetings and resolutions of the Board and its committees. The minutes may also be kept in a form that is readily convertible into a clearly legible tangible form. These bylaws and the minute book shall be open to review by any director at all reasonable times.

(c) **Notices and Reports.** The Secretary shall give and serve all notices and reports as required by law and these bylaws.

(d) **Corporate Seal.** The Secretary shall keep the corporate seal, if any, to sign such instruments as require the seal and the Secretary's signature.

Section 7.10 Treasurer. The Treasurer shall have the following powers and duties, and such other powers and duties as usually pertain to such office or as are properly required of the Treasurer by the Board:

(a) **Books of Account.** The Treasurer shall have the custody of all the funds and securities of the Corporation and shall keep and maintain full and accurate accounts of all deposits, disbursements, properties, and business transactions of the Corporation. The books of account shall be open to inspection by any director at all reasonable times.

(b) **Deposits and Disbursements.** The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in the depositories designated by the Board and shall disburse the funds of the Corporation as may be ordered by the Board.

(c) **Financial Report.** The Treasurer shall render to the President and any of the directors of the Corporation, at the annual meeting of the Board and upon request, an account of the Treasurer's transactions as Treasurer and of the financial condition of the Corporation.

(d) **Inspection.** The Corporation's books of account and records shall be open to inspection at all reasonable times to the President and any of the directors of the Corporation upon request at the office of the Corporation.

Section 7.11 Additional Officers. The Board may from time to time appoint such additional officers as it shall deem necessary. To the fullest extent allowed by law, the Board may prescribe each additional officer a respective title, term of office, authority, and duties.

Section 7.12 Compensation. The salaries of the Corporation's officers shall be fixed from time to time by the Board or by such committee to which the Board has delegated such authority. No officer shall be prohibited from receiving compensation because the officer is also a director of the Corporation as long as such compensation is permitted under Section 5.17 of these bylaws. The salaries of all officers shall be just and reasonable and given in return for services actually rendered for the Corporation.

Section 7.13 Compensation of Certain Officers. The Board, or an authorized committee of the Board shall review and approve the compensation, including benefits, of every person, regardless of title, with the powers, duties, or responsibilities of the President, Chief Executive Officer/Executive Director, Treasurer, and Chief Financial Officer to assure that it is just and reasonable. This review and approval shall occur:

(a) Initially upon the hiring of the officer.

(b) Whenever the term of employment, if any, of the officer is renewed or extended.

(c) Whenever the officer's compensation is modified (unless a similar modification of compensation is applied to all other employees).

ARTICLE VIII
EXECUTION OF INSTRUMENTS; DEPOSITS

Section 8.01 Contracts and Instruments. The Board, subject to the Corporation's CONFLICT OF INTEREST POLICY adopted by the Board and as amended from time to time (the "**Conflict of Interest Policy**"), attached hereto as *Exhibit A* and incorporated into these bylaws by reference, and Article XI of these bylaws, may authorize any officer or agent of the Corporation to enter into any contract, to execute and deliver any instrument, or to sign checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness in the name of and on behalf of the Corporation with a dollar value up to $1,000. For any contract or instrument exceeding $1,000, the Board must approve the contract or instrument by a majority of the Entire Board. Such authority may be general or may be confined to specific instances. No instrument required to be signed by more than one officer may be signed by one person in more than one capacity.

Section 8.02 Deposits. The funds of the Corporation shall be deposited in its name with such banks, trust companies, or other depositories as the Board, or officers to whom such power has been delegated by the Board, may from time to time designate.

ARTICLE IX
INDEMNIFICATION AND INSURANCE

Section 9.01 Definitions. For purposes of this Article IX, capitalized terms used herein shall have the meanings set forth in this Section 9.01:

(a) "**Agent**" means any person who (i) is or was a director, officer, employee, or other agent of the Corporation; (ii) is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; or (iii) was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of the predecessor corporation.

(b) "**Proceeding**" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

(c) "**Expenses**" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under this Article IX or Section 5238(d) or 5238(e)(3) of the California Nonprofit Corporation Law.

(d) "**Third-Party Actions**" means any action or proceeding other than those:

(i) by or in the right of the Corporation to procure judgment in its favor;

(ii) brought under Section 5233[3] of the California Nonprofit Corporation Law regarding self-dealing transactions; or

[3] Section 5233 of the California Nonprofit Public Benefit Corporation Law defines and prohibits self-dealing transactions. A *self-dealing transaction* is defined as “a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest and which does not meet certain statutory requirements. A court may order the interested directors to take certain actions and pay damages if it finds one or more self-dealing transactions have occurred.

(iii) brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust.

Section 9.02 Indemnification in Third-Party Actions. The Corporation shall, to the fullest extent now or hereafter permitted by law, indemnify any Agent of the Corporation made, or threatened to be made, a party to any Third-Party Action by reason of the fact that the Agent was an Agent of the Corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding, including reasonable attorneys' fees, if the Agent:

(a) Acted in good faith.

(b) In a manner the Agent reasonably believed to be in the best interests of the Corporation.

(c) In the case of a criminal proceeding, had no reasonable cause to believe the Agent's 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 Agent did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Corporation or that the Agent had reasonable cause to believe that the Agent's conduct was unlawful.

Section 9.03 Indemnification in Other Actions. The Corporation shall indemnify any Agent 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 the Corporation, or brought under Section 5233 of the California Nonprofit Corporation Law regarding self-dealing transactions, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, against expenses actually and reasonably incurred by the Agent in connection with the defense or settlement of the action if the Agent acted:

(a) In good faith.

(b) In a manner the Agent believed to be in the best interests of the Corporation.

(c) With such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 9.04 Limitation on Indemnification in Other Actions. No indemnification shall be made under Section 9.03:

(a) In respect of any claim, issue, or matter as to which the Agent has been adjudged to be liable to the Corporation in the performance of the Agent's duty to the Corporation, unless and only to the extent that the court in which the proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) 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.

Section 9.05 **Mandatory Indemnification.** The Corporation shall indemnify any Agent against expenses actually and reasonably incurred where the Agent has been successful on the merits in defense of any proceeding described in Sections 9.02 and 9.03 of these bylaws, or in defense of any claim, issues, or matter therein.

Section 9.06 **Insurance.** The Corporation may purchase and maintain insurance to indemnify any Agent against any liability asserted against or incurred by an Agent in that capacity or arising out of the Agent's status as an Agent, whether or not the Corporation would have the power to indemnify the Agent against that liability under Section 5238 of the California Nonprofit Corporation Law; provided, however, that the Corporation shall have no power to purchase and maintain insurance to indemnify any Agent for a violation of Section 5233 of the California Nonprofit Corporation Law.

Section 9.07 **Advance of Expenses.** Expenses incurred in defending any proceeding may be advanced by the Corporation before the final disposition of the proceeding on receipt of an undertaking by or on behalf of the Agent to repay the amount of the advance unless it shall be determined ultimately that the Agent is entitled to be indemnified as authorized in this Article IX or under Section 5238 of the California Nonprofit Corporation Law.

ARTICLE X
GENERAL PROVISIONS

Section 10.01 **Fiscal Year.** The fiscal year of the Corporation shall be the calendar year unless otherwise provided by the Board.

Section 10.02 **Corporate Seal.** The corporate seal, if any, shall have inscribed thereon the name of the Corporation, the year of its organization, and the words "Corporate Seal, Nonprofit Public Benefit Corporation, California." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced. Failure to affix the seal to corporate instruments shall not affect the validity of such instruments.

Section 10.03 **Books and Records.** The Corporation shall keep at the principal office of the Corporation correct and complete books and records of the activities and transactions of the Corporation, including the minute book, which shall contain a copy of the Articles of Incorporation, a copy of these bylaws as amended to date, all resolutions of the Board, and all minutes of meetings of the Board and committees thereof.

Section 10.04 **Records Retention and Destruction Policy.** In any instance where the Corporation faces issues related to document retention, it shall follow the procedures and rules set out in the Corporation's RECORDS RETENTION AND DESTRUCTION POLICY attached hereto as *Exhibit B* and incorporated into these bylaws by reference.

Section 10.05 **Whistleblower Policy.** The Corporation shall follow the policies and procedures set out in the Corporation's WHISTLEBLOWER POLICY, attached hereto as *Exhibit C*, as amended from time to time, and incorporated into these bylaws by reference, in any instance where a director, officer, employee, or volunteer reports a suspected violation of law or corporate policy.

Section 10.06 **Annual Returns.** The Entire Board shall review the Corporation's annual filing with the Internal Revenue Service before it is filed.

Section 10.07 **Annual Report; Statements of Transactions and Indemnification.** The Board must send an annual report to each director not later than 120 days after the close of the Corporation's fiscal year. If approved by a majority of the Board, the annual report and any accompanying material sent pursuant to this Section 10.07 may be sent by electronic transmission by the Corporation. The report must be accompanied by either a report of an independent accountant or, if there is no such report, the certificate of the Chief Financial Officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation. The annual report shall contain in appropriate detail the following:

(a) The assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year.

(b) The principal changes in assets and liabilities, including trust funds, during the fiscal year.

(c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year.

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the fiscal year.

(e) A statement describing any transaction during the previous fiscal year that involved more than fifty thousand dollars ($50,000), or a series of transactions with the same person that in the aggregate involved more than fifty thousand dollars ($50,000) and in which:

(i) The Corporation, its parent, or its subsidiary was a party; and

(ii) Any director or officer of the Corporation, its parent, or its subsidiary had a direct or indirect material financial interest (not including a mere common directorship).

The statement shall include:

(i) The names of the directors or officers involved in such transactions;

(ii) The person's relationship to the Corporation;

(iii) The nature of the person's interest in the transaction; and

(iv) Where practicable, the amount of such interest.

(f) A statement of the amount and circumstances of any indemnifications or advances aggregating more than ten thousand dollars ($10,000) paid during the fiscal year to any officer or director of the Corporation pursuant to Section 5238 of the California Nonprofit Corporation Law.

Section 10.08 **Electronic Signatures.** Wherever a written instrument is required to be executed hereunder, an electronic signature, to the extent permitted by applicable law, shall be deemed to be a written signature.

ARTICLE XI
CONFLICT OF INTEREST TRANSACTIONS

Section 11.01 In any instance where the Corporation proposes to enter into a conflict of interest transaction, including self-dealing transactions as defined in the Corporation's Conflict of Interest Policy and under Section 5233 of the California Nonprofit Corporation Law, the Corporation shall follow the procedures and rules set out in the Conflict of Interest Policy.

ARTICLE XII
AMENDMENTS

Section 12.01 The Board may adopt, amend, or repeal bylaws by the affirmative vote of the Board except that:

(a) Where any corporate action requires a greater vote in these bylaws, any amendment or repeal of such provision must be approved by the same greater vote.

(b) No amendment may extend the term of a director beyond that for which the director was elected.

(c) Such action shall be authorized at a duly called and held meeting of the Board for which written notice of such meeting, setting forth the proposed alteration, is given in accordance with the notice provisions for special meetings set forth herein.

ARTICLE XIII
NON-DISCRIMINATION

Section 13.01 In all of its dealings, neither the Corporation nor its duly authorized agents shall discriminate against any individual or group for reasons of race, color, creed, sex, age, culture, national origin, marital status, sexual preference, mental or physical handicap, or any category protected by state or federal law.

ARTICLE XIV
REFERENCE TO ARTICLES OF INCORPORATION

Section 14.01 References in these bylaws to the Articles of Incorporation shall include all amendments thereto or changes thereof unless specifically expected by these bylaws. In the event of a conflict between the Articles of Incorporation and these bylaws, the Articles of Incorporation shall govern.

[SIGNATURE PAGE FOLLOWS]

The undersigned, _______________, hereby certifies that they are the duly elected and acting Secretary of California Hockey Officials, Inc., a California Nonprofit Public Benefit Corporation, and that the foregoing bylaws were adopted as the bylaws of the Corporation as of ______ as amended or restated as of ____________ 202____ and that the same do now constitute the bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this ______ day of _______________ 202_____.

CALIFORNIA HOCKEY OFFICIALS, INC.

By: _______________________

Name: ____________________

Title: Secretary of Corporation

EXHIBIT A

CONFLICT OF INTEREST POLICY FOR
CALIFORNIA HOCKEY OFFICIALS, INC.

ARTICLE I. PURPOSE, SCOPE, AND APPLICATION

1. The purpose of this Conflict of Interest Policy (the "**Policy**") is to protect the interests of California Hockey Officals, Inc., ("**CHO**") when it is contemplating entering into a transaction or arrangement that might benefit or appear to benefit the private interest of any present or former director, officer, employee, or volunteer of CHO, indirectly benefit a Related Party, or result in a possible Excess Benefit Transaction. CHO is organized to serve the public interest, and each director, officer, employee, and volunteer must act and use good judgment to maintain and further the public's trust and confidence in CHO.

2. This Policy establishes guidelines, procedures, and requirements for:

    (a) Identifying a Conflict of Interest and situations that may result in an actual, potential, or perceived Conflict of Interest; and

    (b) Appropriately managing a Conflict of Interest in accordance with legal requirements and the goals of accountability and transparency.

3. This Policy applies to all directors, officers, employees, and volunteers of CHO. All directors, officers, employees, and volunteers must familiarize themselves with and adhere to the principles and rules set out in this Policy.

4. This Policy is intended to supplement but not replace any state and federal laws governing conflicts of interest applicable to non-profit and charitable organizations.

5. Any questions about this Policy should be referred to the President of CHO's Board of Directors (the "**Board**"), the executive director or Chief Executive Officer, or any other person who is in charge of administering, enforcing, and updating this Policy.

ARTICLE II. DEFINITIONS

1. "**Conflict of Interest**" means situations where, in the judgment of the Board:

    (a) The outside interests or activities (such as Covered Interests) of a director, officer, employee, or volunteer interfere or compete with CHO's interests.

    (b) The stake of a director, officer, employee, or volunteer in a transaction or arrangement is such that it reduces the likelihood that such person's influence can be exercised impartially in the best interests of CHO.

    (c) A director, officer, employee, or volunteer has divided loyalties.

    (d) An Excess Benefit Transaction would occur.

2. "**Covered Interest**" means when any director, officer, employee, or volunteer has directly, or indirectly through a Related Party:

(a) An ownership or investment interest in any entity with which CHO has a transaction or arrangement.

(b) A compensation arrangement with CHO or with any entity or individual with which CHO has a transaction or arrangement.

(c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CHO is negotiating a transaction or arrangement.

(d) A legal commitment or financial interest, including by virtue of a board appointment, employment position, or volunteer arrangement, to act in the interests of another entity or individual.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A Covered Interest is not necessarily a Conflict of Interest. Under Article III.2, a person who has a Covered Interest may have a Conflict of Interest only if the Board decides that a Conflict of Interest exists.

3. "**Excess Benefit Transaction**" means any transaction in which an economic benefit is provided by CHO, directly or indirectly, to or for the use of a disqualified person and the value of the economic benefit provided by CHO exceeds the value of the consideration (including the performance of services) received by CHO. A "disqualified person" is any person who was in a position to exercise substantial influence over the affairs of CHO at any time during a five-year lookback period, ending on the date of the transaction, and includes but is not limited to CHO's directors, officers, and Related Parties, as defined herein.

4. "**Interested Person**" means any director, officer, employee, or volunteer who has a direct or indirect Covered Interest.

5. "**Related Party**" means any one of the following persons or entities:

(a) Any director, officer, employee, or volunteer of CHO or its affiliates.

(b) Any Relative of any individual described in subsection 5(a) above.

(c) Any entity or trust of which any individual described in subsection 5(a) or 5(b) above serves as a director, trustee, officer, employee, or volunteer.

(d) Any entity or trust in which any individual described in subsection 5(a) or 5(b) above has a thirty-five percent (35%) or greater ownership or beneficial interest.

(e) Any partnership or professional corporation in which any individual described in subsection 5(a) or 5(b) above has a direct or indirect ownership interest in excess of five percent (5%).

(f) Any other entity or trust in which any individual described in subsection 5(a) or 5(b) above has a material financial interest.

6. "**Relative**" means any one of the following persons:

(a) The spouse or domestic partner of an Interested Person.

(b) The ancestors of an Interested Person.

(c) The siblings or half-siblings, children (whether natural or adopted), grandchildren, and great-grandchildren of an Interested Person.

(d) The spouse or domestic partner of any person described in subsection 6(c) above.

ARTICLE III. PROCEDURES

1. Duty to Disclose. An Interested Person must disclose the existence of any actual, potential, or perceived Conflict of Interest as soon as such Interested Person identifies that there may be a Conflict of Interest, and before CHO enters into the proposed transaction or arrangement that gives rise to the Conflict of Interest.

(a) The disclosure shall be made to:

(i) the Board if the Interested Person is a director or officer; or

(ii) the Interested Person's manager if the Interested Person is an employee or volunteer, who shall in turn inform the Board of the disclosed Conflict of Interest.

(b) The Interested Person shall be given the opportunity to disclose all material facts to the Board concerning the proposed transaction or arrangement, including the circumstances giving rise to the Conflict of Interest.

2. Determining Whether a Conflict of Interest Exists. After disclosure of the actual, potential, or perceived Conflict of Interest, the Board shall determine whether a Conflict of Interest exists by following the procedures described in this Section 2:

(a) The Interested Person shall disclose all material facts relating to the potential Conflict of Interest to the Board.

(b) After any discussion between the Board and the Interested Person, the Interested Person shall leave the Board meeting while the determination of a Conflict of Interest is discussed and voted upon.

(c) The Board members, other than the conflicted Interested Person(s), shall decide if a Conflict of Interest exists. If the remaining Board determines by majority vote that no conflict exists, no further review of the transaction by the Board is required if not ordinarily required in the normal course of business. The discussion and determination of the existence of a Conflict of Interest shall be documented in accordance with the procedures outlined in Article IV below.

(d) The determination that a Conflict of Interest exists shall not preclude the board (other than the conflicted Interested Person(s)) from approving the matter, but such determination shall require the board to follow the procedures outlined in Article III.3 below.

3. Procedures for Addressing the Conflict of Interest. To address a Conflict of Interest, the Board shall follow the procedures described in this Section 3:

(a) An Interested Person may make a presentation at the Board meeting, but after the presentation, the Interested Person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the Conflict of Interest.

(b) The Interested Person shall not attempt to intervene with or improperly influence the deliberations or voting on the matter giving rise to the Conflict of Interest.

(c) The chairperson of the board shall, if appropriate, appoint a disinterested person or committee to investigate market information and alternatives to the proposed transaction or arrangement, including obtaining comparability data when determining compensation.

(d) After exercising due diligence, the Board shall determine whether CHO can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a Conflict of Interest.

(e) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a Conflict of Interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is: (i) in CHO's best interests; (ii) for its own benefit; and (iii) fair and reasonable.

(f) In conformity with the above determinations, the Board shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflict of Interest Policy.

(a) If the Board has reasonable cause to believe an Interested Person has failed to disclose an actual, potential, or perceived Conflict of Interest, it shall inform the Interested Person of the basis for such belief and afford the Interested Person an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the Interested Person's response and after making further investigation as warranted by the circumstances, the Board determines the Interested Person has failed to disclose an actual, potential, or perceived Conflict of Interest, it shall take appropriate disciplinary and corrective action, up to and including termination of employment or volunteering, or removal from the Board.

(c) Each director, officer, employee, and volunteer is responsible for reporting to his or her manager or to the Board any suspected failure to disclose by any Interested Person, regardless of position, in accordance with CHO's Whistleblower Policy.

(d) Conduct that violates this Policy is always considered outside the scope of employment of any employee acting on behalf of CHO.

5. Confidentiality.

(a) CHO shall maintain the confidentiality of any disclosures made in connection with this Policy and limit access to the information.

(b) Each director, officer, employee, and volunteer shall exercise care not to use, publish, or disclose confidential information acquired in connection with disclosures of actual, potential, or perceived Conflicts of Interest during or subsequent to his or her employment, participation as a volunteer, or participation on the board of directors.

ARTICLE IV. RECORDS OF PROCEEDINGS

1. The minutes of the meeting(s) of the Board shall contain:

(a) (i) The names of the persons who disclosed or otherwise were found to have an actual, potential, or perceived Conflict of Interest; (ii) the nature of the disclosed interest; (iii) any action taken to determine whether a Conflict of Interest was present; (iv) whether the Interested Person was present during the determination; and (vi) the Board's decision as to whether a Conflict of Interest in fact existed.

(b) (i) The names of the persons who were present for discussions by the Board of the proposed transaction or arrangement; (ii) the votes relating to the transaction or arrangement; (iii) the content of the discussion, including any alternatives to the proposed transaction or arrangement; and (iv) a record of any votes taken in connection with the proceedings.

2. The Board minutes shall be approved as reasonable, accurate, and complete before the later of:

(a) The next board meeting.

(b) Sixty (60) days after the final actions of the board are taken.

ARTICLE V. COMPENSATION

1. A voting member of the Board who receives compensation, directly or indirectly, from CHO for services is precluded from voting on matters pertaining to that member's compensation.

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CHO for services is precluded from voting on matters pertaining to that member's compensation.

3. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CHO, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI. ANNUAL STATEMENTS AND DISCLOSURES

1. Each director, officer, employee, and volunteer shall annually disclose all Conflicts of Interest in writing on CHO's disclosure form in accordance with this Policy and sign a statement that affirms that such person:

(a) Has received a copy of this Policy;

(b) Has read and understands this Policy;

(c) Has agreed to comply with this Policy;

(d) Has no Conflict of Interest to report or is reporting current Conflicts of Interest; and

(e) Understands that CHO is charitable and, in order to maintain its federal tax exemption, must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

ARTICLE VII. PERIODIC REVIEWS

1. To ensure CHO operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its reputation or tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are: (i) reasonable; (ii) based on competent survey information; and (iii) the result of arm's length bargaining; and

(b) Whether partnerships, joint ventures, and arrangements with management organizations: (i) conform to CHO's written policies; (ii) are properly recorded; (iii) reflect reasonable investment or payments for goods and services; (iv) further charitable purposes; and (v) do not result in inurement, impermissible private benefit, or an Excess Benefit Transaction.

2. CHO expressly reserves the right to change, modify, or delete the provisions of this Policy without notice.

ARTICLE VIII. USE OF OUTSIDE EXPERTS

When conducting a Conflict of Interest determination as provided for in Article III or a periodic review as provided for in Article VII, CHO may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its fiduciary duties or responsibilities when considering a transaction or arrangement with an Interested Person or Related Party, or for ensuring periodic reviews.

EXHIBIT B

RECORDS RETENTION AND DESTRUCTION POLICY

ARTICLE I

Section 1.01 The purpose of this Records Retention and Destruction Policy (this "**Policy**") is to protect the interests of CALIFORNIA HOCKEY OFFICIALS, INC. ("CHO") by establishing guidelines, procedures, and requirements for the:

(a) Retention and maintenance of any Records (as defined in Section 2.01) necessary for CHO to achieve its mission and comply with applicable law.

(b) Destruction of Records that do not need to be or no longer need to be retained.

(c) CHO's board of directors, officers, employees, and volunteers, and other parties that may be identified by the person administering CHO's records (the "**Administrator**") (collectively, the "**Constituents**") to understand their responsibilities concerning Record retention and destruction.

Section 10.2 Federal and state laws require CHO to retain certain Records, usually for a specific amount of time.

(a) Generally, Records contain information that:

(i) Serves as CHO's organizational memory; and/or

(ii) Has enduring business value (for example, it provides a record of a transaction, evidences CHO's rights or obligations, protects CHO's legal interests, or ensures operational continuity).

(b) The accidental or intentional destruction of these Records during the retention periods specified in this Policy could result in the following consequences for CHO and/or its Constituents:

(i) Fines and penalties;

(ii) Loss of legal rights and privileges that the Records may evidence and help preserve;

(iii) Obstruction of justice charges;

(iv) Inference of spoliation of evidence and spoliation tort claims;

(v) Contempt of court charges;

(vi) Serious disadvantages in litigation; and

(vii) Reputational damage.

Section 1.03 This Policy is in accordance with the Sarbanes-Oxley Act of 2002, under which it is a crime to change, conceal, falsify, or destroy any record with the intent to impede or obstruct any official or government proceeding. Therefore, this Policy is part of an organization-wide system for the review, retention, and destruction of Records that CHO creates or receives in the course of its operations.

ARTICLE II
TYPES OF RECORDS

Section 2.01 **Records.** A "**Record**" is any type of record, file, document, sample, and other form of information created, received, or transmitted in the course of CHO's operations, regardless of physical format, such as those listed in the Records Retention Schedule attached as Appendix A to this Policy (the "**Retention Schedule**"). Records may include:

- Appointment book and calendar entries.
- Audio and video recordings.
- Beneficiary information.
- Computer programs.
- Contracts.
- Electronic files.
- Emails.
- Employee and director handbooks.
- Fundraising and donation records, including donor information.
- Grant applications.
- Handwritten notes.
- Invoices.
- Letters and other correspondence.
- Memory in cell phones and PDAs.
- Online postings on social media platforms and websites.
- Performance reviews.
- Test samples.
- Voicemails.

Section 2.02 **Disposable Information.**

(a) "**Disposable Information**" is information in any form that would normally be a Record, except that it:

(i) Serves a temporary useful purpose or no purpose;

(ii) Is no longer required for the operation of CHO; and

(iii) Is not required by law to be retained by CHO.

Disposable Information may be safely destroyed without violating this Policy. Examples may include:

(iv) Duplicates of originals that have not been annotated;

(v) Preliminary drafts of letters, memoranda, reports, worksheets, and informal notes that do not represent significant steps or decisions in the preparation of an official record;

(vi) Books, periodicals, manuals, training binders, and other printed materials obtained from sources outside of CHO and retained primarily for reference purposes; and

(vii) Spam and junk mail.

Section 2.03 Confidential Information Belonging to Others. Any confidential information that a Constituent may have obtained from a source outside of CHO, such as a previous employer or through outside volunteer activities, must not, so long as such information remains confidential, be disclosed or used by CHO. Unsolicited confidential information submitted to CHO should be refused, returned to the sender where possible, and deleted if received in an electronic format.

ARTICLE III
MANDATORY COMPLIANCE

Section 3.01 Compliance. Each Constituent must comply with this Policy, the Retention Schedule, and any litigation hold communications. Failure to comply with this Policy may subject CHO and its Constituents to serious civil and/or criminal liability. An employee's failure to comply with this Policy may result in disciplinary sanctions, including suspension or termination.

Section 3.02 Reporting Policy Violations. CHO is committed to enforcing this Policy as it applies to all forms of Records. The effectiveness of CHO's efforts, however, depends largely on the compliance of its Constituents. If you reasonably suspect that you or someone else may have violated this Policy, you should report the incident immediately to the Administrator of the Policy. If you do not report inappropriate conduct, CHO may not become aware of a possible violation of this Policy and may not be able to take appropriate corrective action. No one will be subject to, and CHO prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

ARTICLE IV
ADMINISTRATION

Section 4.01 Administrator. CHO's President, Executive Director or Chief Executive Officer (the "**Administrator**") shall be in charge of the administration of this Policy. The Administrator's responsibilities include:

(a) Identifying the Records that CHO must or should retain.

(b) Determining, after consulting with CHO's legal counsel, the proper retention period for each Record type.

(c) Planning, developing, and prescribing Record retention and disposal policies, systems, standards, and procedures.

(d) Ensuring this Policy and any retention procedures comply with privacy laws that govern the handling of Records concerning CHO's employees, volunteers, beneficiaries, and donors.

(e) Periodically reviewing this Policy and monitoring compliance by Constituents.

(f) Training Constituents on their obligations under the Policy.

(g) Modifying the Retention Schedule as needed to comply with changes in law and to add or revise Record categories to reflect changes in CHO's operations.

(h) Ensuring that Records created or retained by CHO’s volunteers are returned to CHO for retention or destruction at the end of each volunteer project.

Section 4.02 Constituents. Each Constituent must acknowledge that the Constituent has received, read, understood, and agrees to comply with this Policy, as described in the Acknowledgement Section below. Each Constituent shall assist the Administrator, as requested, in the implementation and compliance with this Policy.

Section 4.03 Volunteers. Upon completion of each project, each volunteer shall produce Records as requested by the Administrator. Volunteers shall not be required to independently retain Records identified in the Retention Schedule after the completion of their project.

ARTICLE V.
HOW TO RETAIN, STORE, AND DESTROY RECORDS

Section 5.01 Retention. Any Records that are part of any categories listed in the Retention Schedule must be transferred to and maintained by the Administrator for the amount of time set forth in the Retention Schedule. A Record must not be retained beyond the period set forth in the Retention Schedule unless a valid business reason (or a litigation hold or other special situation) calls for its continued retention. If any Constituent is unsure whether to retain a certain Record, the Constituent should contact the Administrator.

Section 5.02 Storage. CHO's Records must be stored in a safe, secure, and accessible manner in accordance with this Policy. Any Records, including CHO's governing documents and financial files, that are essential to CHO's operations during an emergency, and any Records requiring permanent retention, must be duplicated and/or backed up at least annually.

Section 5.03 Destruction. CHO's Administrator is responsible for the continuing process of identifying the Records that have met their required retention period and supervising the destruction process. For example:

i. When the retention period for a particular Record expires (as specified in the Retention Schedule), the Constituent maintaining the Record shall destroy the Record in accordance with this Policy. If any Constituent is unsure whether to destroy a certain Record, the Constituent should contact the Administrator.

ii. The destruction of confidential, financial, and personnel-related physical Records must be conducted by shredding if possible.

iii. Non-confidential physical Records may be destroyed by recycling.

iv. The destruction of electronic Records should, if possible, be coordinated with the IT department.

v. Disposable Information may be discarded or deleted at the discretion of the user once it has served its temporary useful purpose..

vi. The destruction of Records must stop immediately upon notification from the Administrator that a litigation hold is to begin because CHO may be involved in a lawsuit or an official investigation as described herein.

Section 5.04 Litigation Holds and Other Special Situations. CHO requires all Constituents to comply fully with the procedures in this Policy and with the Retention Schedule. All Constituents should note the following general exceptions to any stated destruction schedule:

(a) **Litigation Holds.** If you believe or the Administrator CHO’s legal counsel informs you that CHO's Records and Disposable Information are relevant to current litigation, potential litigation (that is, a dispute that could result in litigation), government investigation, audit, or other event (the "**Litigation Hold Records**"), you must preserve and not delete, dispose, destroy, or change those Litigation Hold Records, including emails, until the Administrator and/or CHO’s legal counsel determines those Litigation Hold Records are no longer needed. This exception is referred to as a litigation hold or legal hold, and replaces any previously or subsequently established destruction schedule for those Litigation Hold Records. If you believe this exception may apply, or have any questions regarding whether it may possibly apply, please contact the Administrator.

(b) **Special Situations.** You may be asked to suspend any routine disposal procedures for Records and Disposable Information in connection with certain other types of events, such as the merger of CHO with another organization or the replacement of CHO's information technology systems.

(c) **Privacy.** The Administrator must ensure that all retention and destruction procedures comply with any relevant federal or state privacy laws.

(d) **Exceptions.** Exceptions to these rules and the Retention Schedule may be granted only by the President of the Board of Directors and/or General Counsel.

ARTICLE VI
INTERNAL AUDITS AND EMPLOYEE QUESTIONS

Section 6.01 Internal Review and Policy Audits. The Administrator will periodically review this Policy and its procedures with CHO's certified public accountant, and audit employee files and hard drives to ensure that:

i. CHO is in full compliance with this Policy.

ii. The procedures under this Policy are reasonable and effective for CHO's current operations.

iii. The Policy complies with relevant new or amended regulations.

Section 6.02 Questions About the Policy. Any questions about this Policy should be referred to the Administrator who is in charge of administering, enforcing, and updating this Policy.

ACKNOWLEDGMENT

I, _________________________ (Constituent name), acknowledge that on _______________ (date), I received a copy of California Hockey Officials, Inc. ("**CHO**") Records Retention and Destruction Policy (the "**Policy**") and that I read it, understood it, and agree to comply with it. I understand that CHO has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this Policy at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Policy. Changes can be made only if approved in writing by the President of the Board of Directors of CHO. I also understand that any delay or failure by CHO to enforce any policy or rule will not constitute a waiver of CHO's right to do so in the future. I understand that neither this policy nor any other communication by management representatives or any other employee, whether oral or written, is intended in any way to create a contract of employment.

For employees only: I understand that, unless I have a written employment agreement signed by an authorized representative of CHO, I am employed at will and this Policy does not modify my at-will employment status. If I have a written employment agreement signed by an authorized representative of CHO and this Policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

____
Signature

____
Printed Name

____
Date

APPENDIX A

RECORD RETENTION SCHEDULE

CHO establishes retention or destruction schedules or procedures for specific categories of records. This is done to ensure legal compliance and accomplish other objectives, such as protecting intellectual property and controlling costs. Each Constituent should give special consideration to the categories of documents listed in the record retention schedule below. Avoid retaining a record if there is no business reason for doing so, and consult with the Administrator if unsure.

RECORDS	RETENTION PERIOD
Personnel Records	
Benefits descriptions per employee	4 years
EEO-1 Reports (Employer Information Report)	Filed annually with the EEOC and the Department of Labor, Office of Federal Contract Compliance Programs, most recent kept on file
Employee applications and resumes	4 years
Employee benefit plans subject to ERISA (includes plans regarding health and dental insurance, 401K, long-term disability, and Form 5500)	6 years from when the record was required to be disclosed
Employee offer letters (and other documentation regarding hiring, promotion, demotion, transfer, lay-off, termination, or selection for training)	1 year from date of making record or action involved, whichever is later; or 1 year from date of involuntary termination
Records relating to background checks on employees and volunteers	5 years from when the background check is conducted
Employment contracts; employment and termination agreements	3 years from their last effective date
Employee records with information on pay rate or weekly compensation	3 years
Hazardous material exposures	Duration of employment + 30 years
I-9 Forms	3 years after date of hire or 1 year after employment is terminated, whichever is later 3 years after date of hire for recruiters and referrers for a fee
Injury and Illness Incident Reports (OSHA Form 301) and related Annual Summaries (OSHA Form 300A); Logs of work-related injuries and illnesses (OSHA Form 300)	5 years following the end of the calendar year that these records cover
Supplemental record for each occupational injury or illness (OSHA Form 101); Log and	5 years following the year to which they relate

Summary of Occupational Injuries and Illnesses (OSHA Form 200)	
Job descriptions; performance goals and reviews; garnishment records	Termination + 2 years
Employee tax records	4 years from the date tax is due or paid, whichever is later
Medical exams required by law	Duration of employment or volunteering + 30 years
Pension plan and retirement records	Permanent
Pre-employment tests and test results	1 year from date of personnel action
Salary schedules; ranges for each job description	2 years
Time reports	Termination + 3 years
Workers' compensation records	Duration of employment + 30 years
Volunteer position descriptions	Termination + 2 years
Volunteer offer letters (and other documentation regarding the selection and activity of volunteers)	1 year from date of making record or action involved, whichever is later; or 1 year from date of involuntary termination
Payroll Records	
Payroll registers (gross and net)	3 years from the last date of entry
Time cards; piece work tickets; wage rate tables; pay rates; work and time schedules; earnings records; records of additions to or deduction from wages; records on which wage computations are based	2 years
W-2 and W-4 Forms and Statements	As long as the document is in effect + 4 years
Corporate Records	
Articles of Incorporation; By-laws	Permanent
Annual corporate filings and reports to secretary of state and attorney general	Permanent
Board policies, resolutions, and meeting minutes; committee meeting minutes; annual member meeting minutes	Permanent
Conflict of interest disclosure forms	7 years
Charitable solicitation applications	Permanent
Contracts	Permanent if current (7 years if expired)
Licenses and permits	Permanent
Construction documents	Permanent

Emails (business related)	3 years
Fixed Asset Records	Permanent
IRS Form 1023 (Application for tax-exempt status as charitable organization)	Permanent
IRS determination letter and related correspondence	Permanent
Performance reports on programs and activities	Permanent
Sales and purchase records	3 years
State sales tax exemption documents	Permanent
State determination letter and related correspondence	Permanent
Fundraising Records	
Donor acknowledgment letters	7 years
Donor contact information	5 years from last donation
Records of unrestricted gifts made directly to organization or through third-party fundraisers	7 years
Records of restricted gifts, trusts, and endowments made directly to organization or through third-party fundraisers	Permanent
Fundraising materials, including all distributed materials, fundraising scripts, licenses for raffles and other regulated games of chance	7 years
Private grants, including proposals, agreements, and grantee reports	7 years from date of final expenditure report or as required in grant document
Government grants, including proposals, agreements, and grantee reports	7 years from date of final expenditure report or as required in grant document
Records of disposition of donated goods, including sale of securities and property	7 years
Accounting and Finance	
Accounts Payable and Receivables ledgers and schedules	7 years
Annual audit reports and financial statements	Permanent
Annual plans and budgets	2 years
Bank statements; cancelled checks; deposit slips	7 years
Business expense records	7 years
Cash receipts	3 years

Check registers	Permanent
Electronic fund transfer documents	7 years
Employee expense reports	7 years
General ledgers	Permanent
Journal entries	7 years
Invoices	7 years
Petty cash vouchers	3 years
Tax Records	
Annual tax filing for the organization (IRS Form 990 in the US and state equivalent)	Permanent
Earnings records from unrelated business taxable income (UBTI)	7 years
Filings of fees paid to professionals (IRS Form 1099 in the US and state equivalent)	7 years
Payroll tax returns and withholdings	7 years
State unemployment tax records	Permanent
Legal and Insurance Records	
Appraisals	Permanent
Copyright registrations	Permanent
Environmental studies	Permanent
Insurance claims/applications	Permanent
Insurance disbursements and denials	Permanent
Insurance contracts and policies (Directors and Officers, General Liability, Property, and Workers' Compensation)	Permanent
Leases	6 years after expiration
Patents; patent applications; supporting documents	Permanent
Real estate documents (including loan and mortgage contracts, deeds)	Permanent
Stock and bond records	Permanent
Trademark registrations, evidence of use documents	Permanent
Trust documents	Permanent
Warranties	Duration of warranty + 7 years

EXHIBIT C

WHISTLEBLOWER POLICY OF CALIFORNIA HOCKEY OFFICIALS, INC.

CALIFORNIA HOCKEY OFFICIALS, INC. ("**CHO**") requires its directors, officers, employees, and volunteers (each, a "**CHO Individual**") to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the CHO, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

ARTICLE I
PURPOSE

Section 1. The purpose of this whistleblower policy (the "**Policy**") is to:

(a) Encourage and enable CHO Individuals to raise concerns regarding suspected illegal or unethical conduct or practices, or violations of the CHO’sit's policies on a confidential and, if desired, anonymous basis.

(b) Protect CHO Individuals from retaliation for raising such concerns.

(c) Establish policies and procedures for the CHO to:

(i) receive and investigate reported concerns; and

(ii) address and correct inappropriate conduct and actions.

Section 2. Reporting Responsibility.

(a) **Reporting Responsibility.** Each CHO Individual has the responsibility to report in good faith any concerns about actual or suspected violations of the CHO’s policies or any federal, state, or municipal law or regulation governing the CHO's operations (each, a "**Concern**"). Appropriate subjects to report under this Policy include but are not limited to financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices, such as:

i. Fraud
ii. Theft
iii. Embezzelment
iv. Bribery or Kickbacks
v. Misuse of CHO’s assets.
vi. Undisclosed Conflicts of Interests

(b) **Acting in Good Faith.** Anyone reporting a Concern must act in good faith and have reasonable grounds for believing the information disclosed indicates a violation of law and/or ethical standards. Any unfounded allegation that proves to have been made maliciously, recklessly, or knowingly to be false will be viewed as a serious offense and result in disciplinary action, up to and including termination of employment or volunteer status.

Section 3. NO RETALIATION

No CHO Individual who in good faith reports a Concern or participates in a review or investigation of a Concern shall be subject to harassment, retaliation, or, in the case of an employee, adverse employment consequences because of such report or participation. This protection extends to CHO Individuals who report in good faith, even if the allegations are, after an investigation, not substantiated.

(a) No CHO Individual will be subject to liability or retaliation for disclosing a trade secret in compliance with 18 U.S.C. §1833 either:

(ii) In confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a Concern; or

(iii) In a complaint or other document filed in a lawsuit or other proceeding under seal.

(b) Any CHO Individual who retaliates against someone who in good faith has reported or participated in a review or investigation of a Concern will be subject to discipline, up to and including termination of employment or volunteer status.

(c) Anyone who believes that a CHO Individual has been subject to harassment, retaliation, or adverse employment consequences as a result of making a good faith report or participating in a review or investigation of a Concern should contact the Compliance Officer listed in Article V of this Policy.

Section 4. CONFIDENTIALITY

(a) CHO encourages anyone reporting a Concern to identify themselves in order to facilitate the investigation of the Concern. However, Concerns may be submitted on a confidential and/or anonymous basis. CHO shall take reasonable steps to protect the identity of the CHO Individual, and shall keep reports of Concerns confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Section 5. REPORTING PROCEDURES

(a) **Prompt Reporting.** All Concerns should be reported as soon as practicable consistent with this Policy.

(b) **Reporting Concerns.** Employees and volunteers should first discuss the Concern with their direct supervisors. The employee or volunteer should follow the procedures outlined in Section 5(c) if any of the following apply:

(i) The employee or volunteer reasonably believes that the supervisor will disregard or otherwise not fairly consider the Concern.

(ii) The supervisor is a subject of the Concern.

(iii) The employee or volunteer does not feel comfortable discussing the Concern with the supervisor.

(c) **Method of Reporting Concerns**. Concerns should be reported in writing to the party assigned by the President of the Board of Directors to handle Concerns (the "**Compliance Officer**"**)**. When reporting Concerns, the CHO Individual should describe in detail the specific facts that support the report. The report may be sent to the Compliance Officer by email. If the Compliance Officer is the subject of the Concern or the CHO Individual is not comfortable reporting the Concern to the Compliance Officer, the Concern may alternatively be reported to the CHO Board of Directors.

(d) **Questions.** Any questions relating to the scope, interpretation, or operation of this Policy should be directed to the Compliance Officer.

(e) **Investigation of Reported Concerns.** The Compliance Officer is responsible for:

(i) Promptly investigating or overseeing the investigation of each reported Concern.

(ii) Advising the of each reported Concern.

(iii) Reporting compliance activity to the full Board of Directors at each regularly scheduled Board meeting.

(f) **Acknowledgment of Receipt.** Any supervisor, manager, or Board member who receives a report of a Concern must promptly notify the Compliance Officer of such report in writing. The Compliance Officer shall notify the reporting individual and acknowledge receipt of each reported Concern within Fifteen (15) business days, unless the report was submitted anonymously or no return address is provided.

(g) **Investigation.** The Compliance Officer shall conduct a prompt, discreet, and objective review or investigation based on the submitted report. A full investigation may not be possible if a report made anonymously is vague or general. If deemed necessary in his or her sole discretion or upon the recommendation of the Board of Directors, the Compliance Officer may engage legal counsel, accountants, or other experts to assist in the investigation. The Compliance Officer may delegate the investigation responsibilities to any Board committee or other individual, including third parties, as long as:

(i) The delegate is not a subject of the reported Concern.

(ii) The delegation does not compromise the identity of the CHO Individual who reported anonymously or confidentially.

(h) **Resolution.** The Compliance Officer Shall: (i) Recommend appropriate corrective action to the Board of Directors if warranted by the investigation; (ii) Oversee the implementation of a resolution based on the determination of the Board of Directors; and, (iii) follow up with the reporting individual, if possible, for closure of the reported Concern.

(i) **Accounting and Auditing Matters.** The Compliance Officer shall immediately notify the Board of Directors of any Concerns regarding accounting practices, internal controls, or auditing, and shall work with the Board of Directors until the matter is resolved.

Section 6. PERIODIC REVIEWS

To ensure that CHO operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its reputation or tax-exempt status, the Board of Directors shall conduct periodic reviews of this Policy.

Section 7. MISCELLANEOUS

(a) CHO shall retain any records related to the investigation and resolution of a reported Concern as required by CHO's Records Retention and Destruction Policy. All such records are considered privileged and strictly confidential.

(b) This Policy shall be distributed to all CHO Individuals. Failure to comply with the Policy may result in discipline or removal, up to and including termination of employment or office.

(c) This Policy, as amended, was adopted by CHO's Board of Directors.

ACKNOWLEDGMENT

I, ________________________, acknowledge that on _______________ (date), I received a copy of California Hockey Officials, Inc.'s ("**CHO**") Whistleblower Policy (this "**Policy**") and that I read it, understood it, and agree to comply with it. I understand that CHO has the maximum discretion permitted by law to interpret, administer, change, modify, or delete this Policy at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Policy. Changes can be made only if approved in writing by the Board of Directors of CHO. I also understand that any delay or failure by CHO to enforce any policy or rule will not constitute a waiver of CHO's right to do so in the future. I understand that neither this policy nor any other communication by management representatives or any other employee, whether oral or written, is intended in any way to create a contract of employment.

For employees only: I understand that, unless I have a written employment agreement signed by an authorized representative of CHO, I am employed at will and this Policy does not modify my at-will employment status. If I have a written employment agreement signed by an authorized representative of CHO and this Policy conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.