

Bylaws of

Vintage Softball Club of Santa Clara County Incorporated

A California Nonprofit Mutual Benefit Corporation

November 1, 2015

Amendment to the Bylaws adopted December 2, 2008

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ARTICLE 1 NAME

Section 1.1 Corporate Name

The name of this corporation is Vintage Softball Club of Santa Clara County Incorporated (the "Club").

ARTICLE 2 OFFICES

Section 2.1 Principal Office

The principal office for the transaction of the business of the Club is located in Santa Clara County, California, and may be established at any place or places within or outside the State of California by resolution of the Club's Board of Directors (the "Board"). The Board need not maintain a physical address for the Club, provided that it otherwise complies with California State regulations.

ARTICLE 3 PURPOSES AND ACTIVITIES

Section 3.1 General Purpose

The Club is a nonprofit Mutual Benefit corporation organized under the Nonprofit Corporation Law of California ("California Nonprofit Corporation Law"). The purpose of the Club is to engage in any lawful act or activity, other than credit union business, for which a corporation may be organized under such law.

Section 3.2 Specific Purpose

The specific purpose of the Club is own, operate, and maintain a slow-pitch softball club exclusively for the pleasure and recreation of its members, pursuant to the qualifications detailed in Article 6.

Section 3.3 Mission

The Club's mission is to provide members the opportunity to play slow pitch softball in organized league play, and is open to all genders, without regard to their race, ethnicity or religious beliefs.

ARTICLE 4 LIMITATIONS

Section 4.1 Political Activities

The Club was formed under California Nonprofit Corporation Law for the charitable purposes described in Article 3, and it is nonprofit and nonpartisan. No substantial part of the activities of the Club will consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Club will not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

Section 4.2 Prohibited Activities

The Club will not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in Article 3. The Club may not carry on any activity for the profit of its Directors, officers or other persons or distribute any gains, profits or dividends to its Directors, officers or other persons as such. Furthermore, nothing in Article 3 will be construed as allowing the Club to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal

income tax under section 501(c)(7) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.

Section 4.3 Property Dedicated to Nonprofit Purposes

The property of the Club is irrevocably dedicated to serve the Club in its purposes described in Article 3.

Section 4.4 Distribution of Assets Upon Dissolution

Upon the dissolution or winding up of the Club, its assets remaining after payment, or provision for payment, of all debts and liabilities of the Club will be sold and the cash proceeds will be distributed to one or more other not-for-profit organizations, as chosen by a majority of the Directors.

ARTICLE 5 LEAGUES AND COMMISSIONERS

Section 5.1 Leagues and Commissioners

The Club organizes players and games into leagues, each league administered by a "Commissioner". Leagues plays on certain days of the week and times of day as determined by the Board. Each league is to be managed by one or more Commissioners appointed by the Board. The Commissioner(s) for a league is responsible for determining rules for eligibility of players, provided that such rules do not breach the general eligibility rules contained in these Bylaws, the Club's rules and as determined by the Board. Each Commissioner is also responsible for appointing team managers, publishing schedules, and day-to-day activities of his or her league. The Commissioners also are entitled to participate in and vote at Board meetings (and, to that extent, shall be deemed Directors). In the event more than one Commissioner is chosen for a league, only one Commissioner for that League shall be entitled to vote at any Board meetings. Under no circumstances shall any Director or Commissioner be entitled to more than a single vote at a meeting.

ARTICLE 6 MEMBERSHIP

Section 6.1 Members

The Club will admit any person as member of the Club ("Member") as determined by the Club's guidelines and upon payment of fees as determined by the Board. Fees will only be reimbursed to Members upon Board approval and the fees for any Member may be waived for reasonable cause by a vote of the majority of the Board.

6.1.1 Member's Qualifications

Any person who has not been previously terminated by the Club may become a member: (1) as long as he or she is at least 50 years old during the year in which he or she applies for membership; or (2) he or she joins after October 1 of the year prior to the calendar year in which he or she turns 50, and agrees to follow the "Code of Ethics" included in the application for Club membership and set forth below.

The Code of Ethics is as follows:

As a member of the Vintage Softball Club of Santa Clara County, I agree that when participating in Club activities, I will:

- (a) *Abide by the bylaws of the Club and the rules and decisions of the Club officials;*
- (b) *Accept decisions of the umpires and my team manager;*
- (c) *Avoid bodily contact that may cause injury to myself or others;*
- (d) *Refrain from publicly degrading club members; and*
- (e) *Never direct abusive or profane language at officials or Members.*

6.1.2 Application Process

The membership application process consist of filling out an application form provided by the Club (agreeing to abide by the Code of Ethics), signing a waiver form and paying dues. The Board establishes dues and payment provisions. All new Members must complete the application process before commencing play.

6.1.3 Termination

Any Member may be expelled for Good Cause provided the Member has an opportunity to be heard in his or her own defense in a hearing before the Board. "Good Cause" consists of any action that in the judgment of the Board is a violation of the Code of Ethics or detrimental to the Club. In accordance with California Corporations Code Section 7341, the Board will provide at least 15-days notice of such termination to the Member, with the opportunity for such Member to have a hearing before the Board not less than five days before the effective date of the termination. The decision of the Board following such a hearing is unappealable.

6.1.4 Resignation

Any Member may resign, at any time, by sending a written letter of resignation to any Director or automatically by failing to pay his or her membership dues within 30 days after such date his or her membership dues are due.

6.1.5 Insurance

The Club will provide insurance for its own general liability and that of its Directors, Commissioners, officers, employees or agents. In all other respects, the Club is not to provide insurance of any kind for the Members.

6.1.6 Distribution of Information

Email is the official method for distribution of information to the Members.

ARTICLE 7 BOARD OF DIRECTORS AND MEETINGS

Section 7.1 Number and Qualifications

7.1.1 Number

The authorized number of directors ("Directors") for the Board is nine, not including Commissioners, consisting of a President, Vice President, Secretary, Treasurer, and five other Directors.

7.1.2 Qualifications

Any Member as defined in Section 6.1 is eligible to be elected as a Director.

7.1.3 Nomination and Running for President, Secretary and Treasurer

Prior to December 17 of each year, and in accordance with the notice requirements specified in Section 7.7.3, the Board will distribute to Members a nomination form where each Member may nominate one Member, including himself or herself, to serve as President, Secretary or Treasurer. Each Member who receives at least five nominations for a Board position will be contacted by the Club to determine if that Member is willing to serve if elected. If such Member is nominated for more than one position, he or she must choose only one position to run. The names of those nominated and willing to serve will be placed on an election ballot, to be distributed to Members for voting in accordance with the notice requirements specified in Section 7.7.3. Ballots may be distributed and cast electronically.

7.1.4 Election Procedure for President, Secretary and Treasurer

The Board will distribute election ballots specified in Section 7.1.3 to Members in accordance with the notice requirements specified in Section 7.7.3, with a return or vote by date as determined by the Board and in accordance with these Bylaws and regulations. Each Member may submit his or her vote for the President, Secretary and Treasurer only on the election ballot supplied by the Board. The Board will tally the votes thereof. Nominees receiving the greatest number of votes for President, Secretary, and Treasurer will be elected to those positions and recorded by the Board.

7.1.5 Appointment of Vice President, General Counsel and Other Directors

The position of Vice President is not voted for directly by the Members. Instead, the Vice President is chosen from the Pool (defined below) by the President in consultation with the Board, and the Vice President will assume the position of President of the Club upon the President's resignation or expiration of the President's term.

The League shall have a General Counsel chosen by the President in consultation with the Board. The General Counsel may be removed from his/her position at the request of the President and Board. The General Counsel shall not be entitled to vote as a member of the Board, unless he/she has been chosen to serve on the Board as otherwise provided herein.

All other Directors are chosen by the President from a pool of candidates (the "Pool") consisting of the five nominees who received the largest number of votes from those nominated for Board positions, regardless of title.

Section 7.2 Corporate Powers Exercised by Board

Subject to the provisions of the Articles of Incorporation of the Club (the "Articles of Incorporation"), California Nonprofit Corporation Law and any other applicable laws, the business and affairs of the Club are to be managed, and all corporate powers are to be exercised, by or under the direction of the Board. The Board may delegate the management of the activities of the Club to any person or persons, management company or committee however composed, provided that the activities and affairs of the Club are to be managed and all corporate powers are to be exercised under the ultimate direction of the Board.

- Section 7.3 Terms; Election of Successors
The term for each Director (excluding the General Counsel) is 12 months, beginning on January 1st of each year. Each Director, including a Director elected to fill a vacancy, will 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 that Director's earlier resignation or removal in accordance with these Bylaws and California Nonprofit Corporation Law. By resolution, the Board may arrange for terms to be staggered.
- Section 7.4 Vacancies
- 7.4.1 Events Causing Vacancy
A vacancy on the Board is deemed to exist on the occurrence of the following: (i) the death, resignation, or removal of any Director; (ii) whenever the number of authorized Directors is increased; or (iii) the failure to elect the full-authorized number of Directors.
- 7.4.2 Removal
The Board may declare by resolution vacant the office of a Director who has been declared of unsound mind by an order of court, or convicted of a felony, failed to meet the qualifications set forth in Section 7.1.2, or found by final order or judgment of any court to have breached a duty under California Nonprofit Corporation Law.
- Any Director may be removed without cause by a majority vote of the Directors then in office. Any Director may also be removed by a majority vote of Members.
- 7.4.3 No Removal or Reduction of Number of Directors
No reduction of the authorized number of Directors will have the effect of removing any Director before that Director's term of office expires unless the reduction also provides for the removal of that specified Director in accordance with these Bylaws and California Nonprofit Corporation Law.
- 7.4.4 Resignations
Except as provided in this Section 7.4.4, any Director may resign by giving written notice to the President, the Secretary, or the Board. Such a written resignation will be effective on the later of (i) the date it is delivered or (ii) the time specified in the written notice that the resignation is to become effective. No Director may resign if the Club would then be left without a duly elected Director or Directors in charge of its affairs, except upon notice to the California Attorney General (the "Attorney General").
- 7.4.5 Election to Fill Vacancies
If there is a vacancy on the Board, including a vacancy created by the removal of a Director, the Board may fill such vacancy by electing an additional Director as soon as practicable after the vacancy occurs. If the number of Directors then in office is less than a quorum, additional Directors may be elected to fill such vacancies by: (i) the unanimous written consent of the Directors then in office; (ii) the affirmative vote of a majority of the Directors in office at a meeting held according to notice or waivers complying with section 5211 of the California Nonprofit Corporation Law; (iii) a sole remaining Director; or (iv) a majority vote of the Members.
- Section 7.5 Regular Meetings
Each year, the Board will hold at least one meeting, at a time and place fixed by the Board, for the purposes of tabulating the votes for the Board positions, review and

approval of the corporate budget and past expenses, and transaction of other business. This meeting is sometimes referred to in these Bylaws as the "annual meeting." The Board will also hold monthly meetings, following an agenda prepared by the President that includes issues raised by Directors and Members. Other regular meetings of the Board may be held at such time and place as the Board may fix from time to time by resolution, and the Board may designate one of its monthly meetings as the annual meeting open to all Members.

Section 7.6 Other Meetings

7.6.1 Special Meetings

Other special meetings of the Board or of the Members for any purpose may be called at any time by the President in consultation with the Board.

Section 7.7 Notice of Meetings

7.7.1 Manner of Giving

Except when the time and place of a regular meeting is set by the Board by resolution in advance (as permitted by Section 7.5), notice of the time and place of all meetings are to be given to each Director, and for meetings allowing Members to vote, to each Member, by electronic mail ("email") or other means of electronic transmission.

All such notices will be given or sent to the Director's or Member's email address as shown on the records of the Club. Notice of regular meetings may be given in the form of a calendar or schedule that sets forth the date, time and place of more than one regular meeting.

7.7.2 Time Requirements for Board Meetings not subject to Members' Voting

In the case of Board meetings not subject to Members' vote, notices sent by email or other electronic transmission shall be delivered at least 48 hours before the time set for the meeting.

7.7.3 Time and Notice Requirements for Meetings subject to Members' Voting

In the case of meetings subject to Members' vote, notices shall be transmitted at least 10 days before the time set for the meeting.

7.7.4 Record Date

In the case of meetings subject to Members vote, the record date shall be 10 days before the date set for the meeting.

7.7.5 Notice Contents

The notice shall state the time and place for the meeting. The Board may designate by resolution meeting locations at its discretion. The notice need not specify the purpose of the meeting unless required to elsewhere in these Bylaws.

7.7.6 Meetings by Telephone or Similar Communication Equipment

Any meeting may be held by conference telephone or other communications equipment permitted by California Nonprofit Corporation Law, as long as all Directors and/or Members participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law are satisfied. All such Directors and/or Members will be deemed present in person at such meeting

Section 7.8 Quorum and Action of the Board

7.8.1 Quorum

A majority of Directors then in office (but no fewer than two Directors or one-fifth of the authorized number in Section 7.1.1, whichever is greater) shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 7.10, and independent of whether the meeting is of the Board, includes Commissioners, or is open to all Members.

7.8.2 Minimum Vote Requirements for Valid Board Action

Every act taken or decision made by a vote of the majority of the Directors at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors and/or Members from the meeting, if at least a majority of the required quorum for that meeting approves any action taken.

7.8.3 When a Greater Vote Is Required for Valid Board Action

The following actions require a vote by a majority of all Directors then in office in order to be effective:

- (a) Approval of contracts or transactions in which a Director has a direct or indirect material financial interest as described in Section 10.1 (provided that the vote of any interested Director(s) is not counted);
- (b) Creation of, and appointment to, Committees (but not advisory committees) as described in Section 9.1;
- (c) Removal of a Director without cause as described in Section 7.4.2; and
- (d) Indemnification of Directors as described in Article 11.

Section 7.9 Waiver of Notice

The transactions of any meeting of the Board, however called and noticed or wherever held, is valid as though taken at a meeting duly held after regular call and notice, if: (i) a quorum is present; and (ii) either before or after the meeting, each of the Directors who is not present at the meeting signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent does not need to specify the purpose of the meeting. All waivers, consents, and approvals are to be filed with the corporate records or made a part of the minutes of the meeting. In addition, notice of a meeting is not required to be given to any Director or Member who attends the meeting without protesting before or at its commencement about the lack of adequate notice. Directors or Members can protest the lack of notice only by presenting a written protest to the Secretary either in person, by first-class mail addressed to the Secretary at the principal office of the Club as contained on the records of the Club as of the date of the protest, or by facsimile addressed to the facsimile number of the Club as contained on the records of the Club as of the date of the protest.

- Section 7.10 Adjournment
A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.
- Section 7.11 Notice of Adjournment
Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the Directors and Members who were not present at the time of the adjournment.
- Section 7.12 Conduct of Meetings
Meetings shall be presided over by the President, or if the President is absent, by the Vice President, or in the absence of each of these persons, by a chairperson of the meeting, chosen by a majority of the Directors present at the meeting. The Secretary shall act as secretary of all meetings, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by Robert's Rules of Order, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles, or with any provisions of law applicable to the Club.
- 7.12.1 Motions and Voting at Board Meetings
At meetings of the Board, any Director, except the President, may make a motion and any other Director, except the President, may second that motion, in which case the Board shall vote on that motion. No Director may cast more than one vote. No attendee other than Directors may vote except in the case of meetings where all Members may vote. Proxy voting is not permitted at Board meetings. The Board, in its discretion, may allow any and all Commissioners to attend Board Meetings to: (i) propose or second motions; and/or (ii) vote on matters, where a Commissioner's vote counts equal to that of a Director's vote.
- 7.12.2 Motions at Members Meetings
At meetings where all Members may vote, any Member, except the President, may make a motion and any Member, except the President, may second that motion, in which case the Members' shall vote on that motion. No Member may cast more than one vote. No attendee other than Members may vote.
- Section 7.13 Action without Meeting
Any action required or permitted to be taken by the Board or by Members may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing (print or electronic, including by the circulation of an electronic voting form) to the action. For the purposes of this Section 7.13 only, "all members of the Board" does not include any "interested Director" as defined in section 5233 of the California Nonprofit Corporation Law. Such written consent has the same force and effect as a unanimous vote of the Board taken at a meeting. Such written consent or consents will be filed with the minutes of the proceedings of the Board.
- Written consent may be transmitted by e-mail, as provided herein, or any other reasonable method.

Section 7.14 Fees and Compensation of Directors

The Club shall not pay any compensation to Directors for services rendered to the Club as Directors, except that Directors may be reimbursed for expenses incurred in the performance of their duties to the Club, in reasonable amounts as approved by the Board.

In addition, Directors may not be compensated for rendering services to the Club in a capacity other than as Directors, unless such compensation is reasonable and further provided that not more than 49% of the persons serving as Directors may be "interested persons" which, for purposes of this Section 7.14 only, means:

- (a) any person currently being compensated by the Club 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
- (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.

Section 7.15 Non-Liability of Directors

The Directors and Commissioners will not be personally liable for the debts, liabilities, or other obligations of the Club.

ARTICLE 8 DUTIES OF THE OFFICERS AND GENERAL COUNSEL.

Section 8.1 Duties of the President

The President will supervise and direct all business affairs of the Club subject to the approval of the Board, perform all duties incidental to the position, prepare agendas for the Board meetings, preside over meetings of the Board, and nominate Commissioners for Board approval.

Section 8.2 Duties of the Vice President

The Vice President will advise and consult with the President on all Club matters, and, in the absent of the President, perform all his or her duties.

Section 8.3 Duties of the Secretary

The Secretary will take minutes of all Board meetings and publish and distribute them to all Members, and perform all other general member communication on behalf of the Club. The Secretary will also keep on file the Articles of Incorporation, these Bylaws, and minutes of the meetings, and will be the custodian responsible for these and all other Club records.

Section 8.4 Duties of the Treasurer

The Treasurer will collect all dues and other monies due to the Club, be custodian of all Club funds and deposit and maintain all such funds into a bank or other repository as directed by the Board, disperse Club funds as required and approved by the President or the majority of the Board, maintain and report records of all Club finances, report on the financial condition of the Club at meetings, and perform other finance-related activities required for the well-being of the Club. The Treasurer's report at each Board meeting shall include the details of all Club monetary transactions since the last Board

meeting, including the names of any individuals or entities that received money from the Club's accounts, whether by cash, check or electronic transaction, and the purpose of the payment.

Section 8.5 Duties of the General Counsel

The General Counsel will advise the Board on matters involving the Club on corporate governance, contracts, insurance, and risk management, oversee the Club's internal policy development, participate in the ongoing strategic planning process, monitor and manage any litigation involving the Club, and perform other legal-related activities required for the well-being of the Club.

ARTICLE 9 COMMITTEES

Section 9.1 Committees of Directors

The Board may, by resolution adopted by a majority of the Directors then in office, create one or more Board Committees ("Committees"), each consisting of one or more Directors or Commissioners, to serve at the discretion of the Board. Any Committee, to the extent provided in the resolution of the Board, may be given the authority of the Board except that no Committee may:

- (a) Approve any action for which the California Nonprofit Corporation Law also requires approval of the members or approval of a majority of all members;
- (b) Fill vacancies on the Board or in any Committee which has the authority of the Board;
- (c) Fix compensation of the Directors for serving on the Board or on any Committee;
- (d) Amend or repeal Bylaws or adopt new Bylaws;
- (e) Amend or repeal any resolution of the Board which by its express terms is not so amendable or repealable;
- (f) Appoint any other Committees or the members of these Committees;
- (g) Expend corporate funds to support a nominee for Director after more persons have been nominated than can be elected; or
- (h) Approve any transaction (i) between the Club and one or more of its Directors or (ii) between the Club and any entity in which one or more of its Directors have a material financial interest.

Section 9.2 Meetings and Action of Board Committees

Meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of Article 7 concerning meetings of Directors, with such changes in the context of Article 7 as are necessary to substitute the Committee and its members for the Board and its members, except that the time for regular meetings of Committees may be determined by resolution of the Board, and special meetings of Committees may also be called by resolution of the Board. Minutes shall be kept of each meeting of any Committee and shall be filed with the corporate records. The Committee shall report to the Board from time to time as the Board may require. The Board may

adopt rules for the governance of any Committee not inconsistent with the provisions by these Bylaws. In the absence of rules adopted by the Board, the Committee may adopt such rules.

Section 9.3 Quorum Rules for Board Committees

A majority of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. A majority of the Committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the California Nonprofit Corporation Law relating to actions that require a majority vote of the entire Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Committee members, if at least a majority of the required quorum for that meeting approves any action taken.

Section 9.4 Revocation of Delegated Authority

The Board may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two persons) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

ARTICLE 10 TRANSACTIONS BETWEEN THE LEAGUE AND DIRECTORS

Section 10.1 Transactions with Directors

10.1.1 Interested Party Transactions

Except as described in Section 10.1.2, the Club may not be a party to any transaction:

- (a) In which one or more of its Directors has a material financial interest, as defined in Section 5233 of the California Nonprofit Corporation Law; or
- (b) With any corporation, firm, association, or other entity in which one or more Directors has a material financial interest.

10.1.2 Requirements to Authorize Interested Party Transactions

The Club may not be a party to any transaction described in 10.1.1 unless:

- (a) The Club enters into the transaction for its own benefit;
- (b) The transaction is fair and reasonable to the Club at the time the transaction is entered into;
- (c) Prior to consummating the transaction or any part thereof, the Board authorizes or approves the transaction in good faith, by a vote of a majority of Directors then in office (without counting the vote of the interested Directors), and with knowledge of the material facts concerning the transaction and the interested Director's financial interest in the transaction;
- (d) Prior to authorizing or approving the transaction, the Board considers and in good faith determines after reasonable investigation that the Club could not obtain a

more advantageous arrangement with reasonable effort under the circumstances;
and

- (e) The minutes of the Board meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (a) through (d) of this Section 10.1.2.

10.1.3 Material Financial Interest

A Director shall not be deemed to have a "material financial interest" in a transaction:

- (a) That fixes the compensation of a Director as a Director;
- (b) If the contract or transaction is part of a public or charitable program of the Club and it (1) is approved or authorized by the Club in good faith and without unjustified favoritism, and (2) results in a benefit to one or more Directors or their families only because they are in the class of persons intended to be benefited by the program; or
- (c) Where the interested Director has no actual knowledge of the transaction.

Section 10.2 Loans to Directors

The Club may not loan money or property to or guarantee the obligation of any Director, unless approved by the Attorney General; except that, however, the Club may advance money to a Director for expenses reasonably anticipated to be incurred in the performance of duties of such Director, if in the absence of such advance, such Director would be entitled to be reimbursed for such expenses by the Club.

Section 10.3 Interlocking Directorates

No contract or other transaction between the Club and any corporation, firm or association of which one or more Directors are directors is either void or voidable because such Director(s) are present at the Board or Committee meeting that authorizes, approves or ratifies the contract or transaction, if (i) the material facts as to the transaction and as to such Director's other directorship are fully disclosed or known to the Board or Committee, and the Board or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common Director(s) (subject to the quorum provisions of Article 7); or if (ii) the contract or transaction is just and reasonable as to the Club at the time it is authorized, approved or ratified.

Section 10.4 Duty of Loyalty; Construction with Article 11

Nothing in this Article 10 shall be construed to derogate in any way from the absolute duty of loyalty that every Director owes to the Club. Furthermore, nothing in this Article 10 shall be construed to override or amend the provisions of Article 11. All conflicts between the two articles shall be resolved in favor of Article 11.

ARTICLE 11 INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS

Section 11.1 Definitions

For purpose of this Article 11,

- 11.1.1 "Agent"
means any person, but not a Member merely by his or her membership to the Club, who is or was a Director, Commissioner, officer, employee, or other agent of the Club, or is or was serving at the request of the Club as a Director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a Director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Club or of another enterprise at the request of the predecessor corporation;
- 11.1.2 "Proceeding"
means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative; and
- 11.1.3 "Expenses"
includes, without limitation, all attorneys' fees, costs, and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys' fees, costs, and other expenses reasonably incurred in establishing a right to indemnification under this Article 11.
- Section 11.2 Applicability of Indemnification Provisions
- 11.2.1 Successful Defense by Agent
To the extent that an Agent has been successful on the merits in the defense of any proceeding referred to in this Article 11, or in the defense of any claim, issue, or matter therein, the Agent shall be indemnified against expenses actually and reasonably incurred by the Agent in connection with the claim.
- 11.2.2 Settlement or Unsuccessful Defense by Agent
If an Agent either settles any proceeding referred to in this Article 11, or any claim, issue, or matter therein, or sustains a judgment rendered against him, then the provisions of Section 11.3 through Section 11.7 shall determine whether the Agent is entitled to indemnification.
- Section 11.3 Actions Brought by Persons Other than the Club
This Section 11.3 applies to any proceeding other than an action "by or on behalf of the Club" as defined in Section 11.4. Such proceedings that are not brought by or on behalf of the Club are referred to in this Section 11.3 as "Third Party proceedings."
- 11.3.1 Scope of Indemnification in Third Party Proceedings
Subject to the required findings to be made pursuant to Section 11.3.2, the Club will indemnify any person who was or is a party, or is threatened to be made a party, to any Third Party proceeding, by reason of the fact that such person is or was an Agent, for all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding.
- 11.3.2 Required Standard of Conduct for Indemnification in Third Party Proceedings
Any indemnification granted to an Agent in Section 11.3 above is conditioned on the following. The Board must determine, in the manner provided in Section 11.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she reasonably believed to be in the best interest of the Club, and, in the case of a criminal proceeding,

he or she must have had no reasonable cause to believe that his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or on a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or in a manner he or she reasonably believed to be in the best interest of the Club or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Section 11.4 Action Brought By or On Behalf of the Club

This Section 11.4 applies to any proceeding brought (i) by or in the right of the Club, or (ii) by a Director or person granted relator status by the Attorney General, or by the Attorney General, on the ground that the Director was or is engaging in self-dealing within the meaning of section 5233 of the California Nonprofit Corporation Law, or (iii) by the Attorney General or person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust (any such proceeding is referred to in these Bylaws as a proceeding "by or on behalf of the Club").

11.4.1 Scope of Indemnification in Proceeding By or On Behalf Of the Club

Subject to the required findings to be made pursuant to Section 11.4.2, and except as provided in Sections 11.4.3 and 11.4.4, the Club may indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding by or on behalf of the Club, by reason of the fact that such person is or was an Agent, for all expenses actually and reasonably incurred in connection with the defense or settlement of such action.

11.4.2 Standard of Conduct for Indemnification in Proceeding By or On Behalf Of the Club

Any indemnification granted to an Agent in Section 11.4.1 is conditioned on the following. The Board must determine, in the manner provided in Section 11.5, that the Agent seeking reimbursement acted in good faith, in a manner he or she believed to be in the best interest of the Club and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

11.4.3 Claims Settled Out of Court

If any Agent settles or otherwise disposes of a threatened or pending action brought by or on behalf of the Club, with or without court approval, the Agent shall receive no indemnification for amounts paid pursuant to the terms of the settlement or other disposition. Additionally, in cases settled or otherwise disposed of without court approval, the Agent shall receive no indemnification for expenses reasonably incurred in defending against the proceeding, unless the proceeding is settled with the approval of the Attorney General.

11.4.4 Claims and Suits Awarded Against Agent

If any Agent is adjudged to be liable to the Club in the performance of the Agent's duty to the Club, the Agent shall receive no indemnification for amounts paid pursuant to the judgment, and any indemnification of such Agent under Section 11.4.1 for expenses actually and reasonably incurred in connection with the defense of that action shall be made only if both of the following conditions are met:

- (a) The determination of good faith conduct required by Section 11.4.2 must be made in the manner provided for in Section 11.5; and

- (b) Upon application, the court in which the action was brought must determine that, in view of all of the circumstances of the case, the Agent is fairly and reasonably entitled to indemnity for the expenses incurred. If the Agent is found to be so entitled, the court shall determine the appropriate amount of expenses to be reimbursed.

Section 11.5 Determination of Agent's Good Faith Conduct

The indemnification granted to an Agent in Section 11.3 and Section 11.4 is conditioned on the findings required by those Sections being made by:

- (a) The Board by a majority vote of a quorum consisting of Directors who are not parties to the proceeding; or
- (b) The court in which the proceeding is or was pending. Such determination may be made on application brought by the Club or the Agent or the attorney or other person rendering a defense to the Agent, whether or not the application by the Agent, attorney, or other person is opposed by the Corporation.

Section 11.6 Limitations

No indemnification or advance shall be made under this Article 11, except as provided in Section 11.2.1 or Section 11.5(b), in any circumstances when it appears:

- (a) that the indemnification or advance would be inconsistent with a provision of the Articles of Incorporation, as amended, or an agreement in effect at the time of the 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
- (b) that the indemnification would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 11.7 Notice and Tender of Defense

Indemnification of the Agent by the Club as contained in this Article 11 is preconditioned on the Agent providing 30-day notice of any claims or Proceedings (if the Proceeding is in less than 30 days, as much notice as is reasonably available) to the Club and tender of defense to the Club.

Section 11.8 Advance of Expenses

Expenses incurred in defending any proceeding may be advanced by the Club 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 is determined ultimately that the Agent is entitled to be indemnified as authorized in this Article 11.

Section 11.9 Contractual Rights of Non-Directors and Non-Officers

Nothing contained in this Article 11 is to affect any right to indemnification to which persons other than Directors of the Club may be entitled by contract or otherwise.

Section 11.10 Insurance

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Agent, against any liability asserted against or incurred by

any Agent in such capacity or arising out of the Agent's status as such, whether or not the Club would have the power to indemnify the Agent against the liability under the provisions of this Article 11.

ARTICLE 12 LEAGUE RECORDS, REPORTS AND SEAL

Section 12.1 Minute Book

The Club will keep a minute book in written form which shall contain a record of all actions by the Board or any committee including (i) the time, date and place of each meeting; (ii) whether a meeting is regular or special and, if special, how called; (iii) the manner of giving notice of each meeting and a copy thereof; (iv) the names of those present at each meeting of the Board or any Committee thereof; (v) the minutes of all meetings; (vi) any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; (vii) all written consents for action without a meeting; (viii) all protests concerning lack of notice; and (ix) formal dissents from Board actions.

Section 12.2 Books and Records of Account

The Club will keep adequate and correct books and records of account. "Correct books and records" includes, but is not necessarily limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

Section 12.3 Articles of Incorporation and Bylaws

The Club will safely keep the original or a copy of the Articles of Incorporation and Bylaws as amended to date.

Section 12.4 Maintenance and Inspection of Federal Tax Exemption Application and Annual Information Returns

The Club shall at all times keep at its principal office a copy of its federal tax exemption application (if applicable) and, for three years from their date of filing, its annual information returns. These documents shall be open to public inspection and copying to the extent required by the Code.

Section 12.5 Annual Report; Statement of Certain Transactions

The Board will create and keep annual reports that may be inspected by any Director or Member, after the close of the Club's fiscal year containing the following information:

- (a) The assets and liabilities of the Club 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 Club, both unrestricted and restricted to particular purposes, for this fiscal year;
- (d) The expenses or disbursements of the Club for both general and restricted purposes during the fiscal year;
- (e) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than \$10,000 paid during the fiscal year to any Director, officer, employee or agent of the Club under Article 10 or Article 11.

Section 12.6 Directors' Rights of Inspection
Every Director shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and physical properties of the Club and each of its subsidiaries. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

Section 12.7 Corporate Seal
The Club's seal, if any, shall be in such form as may be approved from time to time by the Board. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

ARTICLE 13 FISCAL YEAR, EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

Section 13.1 Fiscal Year
The Club's fiscal year shall be from October 1 to September 30.

Section 13.2 Execution of Instruments
The Board, except as otherwise provided in these Bylaws, may authorize any Director, officer, employee or agent of the Club to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Club, and such authority may be general or confined to specific instances. Unless so authorized, no officer, agent, or employee is to have any power or authority to bind the Club by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 13.3 Checks and Notes
Except as otherwise specifically determined by resolution of the Board, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Club shall be signed by the Treasurer in consultation with the President.

Section 13.4 Deposits
All funds of the Club shall be deposited from time to time to the credit of the Club in such banks, trust companies, or other depositories as the President may select in consultation with the Board.

Section 13.5 Gifts
The Board may accept on behalf of the Club any contribution, gift, bequest, or devise for the charitable or public purposes of the Club, and for all donations in excess of \$75, the Club, if required by federal or state law, will provide a written disclosure statement:

- (a) Informing the donor that the amount of the contribution that is deductible for federal income tax purposes is limited to the excess of any money (and the value of any property other than money) contributed by the donor over the value of goods or services provided by the charity; and
- (b) Providing the donor with a good faith estimate of the value of the goods or services that the donor received.

ARTICLE 14 CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions of California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a natural person and non-natural person. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

ARTICLE 15 AMENDMENTS

Section 15.1 Effective Date and Amendment by Directors

The Board may adopt, amend or repeal these Bylaws by a vote of at least a two-thirds supermajority of the Directors present at a meeting that consists of at least a quorum of the Directors. Such power is subject to the following limitations:

- (a) Where any provision of these Bylaws requires the vote of a larger proportion of the Directors than otherwise is required by law, such provision may not be altered, amended or repealed except by the vote of such greater number.
- (b) No amendment may extend the term of a Director beyond that for which such Director was elected without unanimous approval of the other Directors.
- (c) If bylaws are adopted, amended or repealed at a meeting of the Board, such action is authorized only at a duly called and held meeting for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefor, is given in accordance with these Bylaws, unless such notice is waived in accordance with these Bylaws; provided, however, that the Board may not adopt, amend or repeal bylaws without first providing at least 60 days notice to the Members of the Board's intent to so act, so as to give the Members an opportunity to raise questions regarding the change.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and acting Secretary of Vintage Softball Club of Santa Clara County Incorporated, a California nonprofit Mutual Benefit corporation; that these foregoing Bylaws are the Bylaws of this entity as adopted by the Board of Directors; that these Bylaws amend the previous bylaws of this entity, adopted December 2, 2008; and that these Bylaws have not been amended or modified since the date its adoption.

Adopted on _____ at _____, California.

[NAME]

Secretary