

6.11.1 Telephonic Participation in Board Meetings. Members of the Board of Directors or its committees may participate in a meeting of the Board of Directors or such committees by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

6.11.2 Actions by Written Consent. Any corporate action required or permitted by the Articles of Incorporation or By-Laws, or by the laws of the State of Washington, to be taken at a meeting of the Board of Directors (or its committees) of the Corporation, may be taken without a meeting if a consent in writing or by electronic transmission, setting forth the action so taken, shall be signed if in writing or transmitted along with sufficient information to identify the sender, by all of the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote, and may be described as such.

6.12 Compensation. Directors shall not receive any stated salaries for their services as such, but by resolution of the Directors may receive reimbursement for expenses and may be provided with food and drink and other facilities as deemed to be ordinary and necessary business expenses; but nothing herein shall be construed to preclude any Director from serving the Club in any other capacity and receiving compensation therefore. Any Director may receive reasonable compensation for services rendered to the Club outside the normal activities of Directors. Specifically, officers and other staff of the Club may be compensated for their executive, administrative or staff activities, be they Directors or not, such compensation to be at the discretion and direction of the Directors. Any matter involving compensation must be handled in the manner prescribed in Article XI. Conflict of Interest.

ARTICLE VII. COMMITTEES

7.1 Committees. The Board of Directors, by resolution adopted by a majority of the Directors present at a meeting at which a quorum is present, may designate and appoint one or more committees, each of whose members shall be appointed by the President and each of which shall be chaired by a person appointed by the President. The resolution establishing any committee shall state whether such committee and/or its members shall continue until the next annual meeting or until terminated by resolution of the Board. Any member of a committee may be removed by the person or persons authorized to appoint such members whenever in their judgment the best interest of the Club shall be served by such removal. Each such committee shall have two (2) Board members as members of the committee.

7.2 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.3 Quorum. Unless otherwise provided in the resolution of the Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.4 Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Directors.

ARTICLE VIII. COACHING DIRECTOR

8.1 General Procedures

(a) The Directors shall be responsible for hiring and dismissing the Coaching Director and any Assistant Coaching Director or Trainer that may serve the Club from time to time. The Directors shall be responsible for negotiating the terms under which the Coaching Director and any Assistant Coaching Director or Trainer shall provide services to the Club, including without limitation, the length of such service and the rate and frequency of the compensation to be paid.

(b) The Directors shall evaluate the performance of the Coaching Director at least annually and no later than December 1 of each fiscal year. The basis of the evaluation shall be the duties and tasks defined in the Coaching Director's Contract.

8.2 Responsibilities of the Coaching Director. The primary responsibility of the Coaching Director shall be to oversee the development and implementation of policies, philosophies, training methods and values of the Club as established, by the Board of Directors. Without limiting the foregoing, the Coaching Director shall:

- (a) Attend meetings of the Members;
- (b) Schedule, organize and chair all coaches meetings;
- (c) Offer guidance to players and coaches for the development of players in programs sponsored by SYSA, District I, and WSYSA;
- (d) Oversee and supervise the Club's tryouts and the selection of individual players for the Club's programs;
- (e) Organize and implement the Club's overall training directive;
- (f) Nominate to Directors team coaches for the Club;
- (h) Evaluate the performance of coaches and make recommendations to the Directors on which coaches should be offered coaching positions for the upcoming year; and
- (i) Perform other duties as assigned by the directors.

ARTICLE IX. COACHES

9.1 Activities and Responsibilities. Coaches have the primary responsibility for instructing players in soccer skills and tactics; and organizing team schedules and activities. Each coach shall be an independent contractor. The Directors shall issue guidelines of scheduling, conduct, attendance and other Club policies to coaches. Each Club team shall have one head coach and one or more assistant coaches.

9.2 Appointment. Head Coaches shall be nominated by the Coaching Director. The Coaching Director is responsible for nominating Head Coaches and the Board of Directors shall confirm the slate of coaches that the Coaching Director has nominated except as noted. Such confirmation consists of the vote of a majority of Directors at a meeting at which a quorum is present. If there is no Coaching Director at the time of appointment of head coaches, the

President shall appoint a Coach Selection Committee consisting of no less than 3 head coaches to nominate a slate of coaches. The Board of Directors shall confirm the slate of coaches nominated by the Coaches Selection Committee except as noted. Such confirmation consists of the vote of a majority of Directors at which a quorum is present. Assistant coaches may be nominated by their respective head coach and confirmed at anytime.

9.2.1 Confirmation. The Board of Directors may withhold confirmation of a head coach nominated by the Coaching Director or the coach selection committee by a vote of 2/3 of the Directors at a meeting as which a quorum is present.

9.3 Time and Term of Appointment. Coaches are appointed for a seasonal year, which is deemed to begin at the conclusion of the State Cup play in a calendar year and to conclude with the conclusion of State Cup play in the following year. Head coaches shall be nominated and confirmed prior to annual meeting, for the following seasonal year. Thus coaches may be in place for a new seasonal year before the current seasonal year has concluded.

9.3.1 Extended Season. If a team's season extends beyond State Cup play, by virtue of having qualified for Regional or National cup play, the term of the current head coach is likewise extended to the conclusion of such play; and such coach will cooperate with the Team coach for the upcoming seasonal year in matters of players selection, training, scheduling, etc.

9.4 Compensation. The Directors shall have the authority to cause the Club to pay coaches for their coaching services, providing that such payment shall not exceed the reasonable market value for such services.

9.5 Removal. Coaches serve at the pleasure of the Directors. Coaches may be terminated without cause by an affirmative vote of a majority of the total number of seated Directors at a regular meeting or at a special meeting called for the purpose. In the case of termination, coaches shall be entitled to only such portion of their annual compensation as shall represent the proportion of the seasonal year that they have provided coaching services.

9.6 Resignation. In the event that a coach resigns during a seasonal year, they shall be entitled to only such portion of their annual compensation as shall represent the proportion of the seasonal year that they have provided coaching services.

ARTICLE X. CONTRACT, CHECKS, DEPOSITS, AND FUNDS

10.1 Contracts. The Directors may authorize any officer or officers, agent or agents of the Club, in addition to the officers so authorized by these By-Laws, 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. The Club may, in the discretion of the Directors, pay an officer, employee or other person providing services to the Club for such services, provided that such payment shall not exceed the reasonable market value for such services and provided there are no conflicts of interest as provided under Article IX.

10.2 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Club shall be signed by such officer or officers, agent or agents of the Club and in such manner as shall from time to time be determined by resolution of the Directors. In the absence of such determinations by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President of the Club.

10.3 Deposits. All funds of the Club shall be deposited from time to time to the credit of the Club in such banks, saving institutions, brokerage accounts or other FDIC insured depositories as the Club Treasurer may select.

10.4 Gifts. The Directors may accept on behalf of the Club any contribution, gift, grant, bequest or devise for the general purposes or for any specific purpose of the Club. Each gift or donation shall be acknowledged with a receipt from the Club Treasurer to the donor confirming IRS tax deductibility of the contribution to the extent benefits were not received by contributor in accordance with IRS regulations.

10.5 Loans. No loans shall be made by the Club to its officers or Directors.

10.6 Books and Records. The Club shall keep correct and complete books and records of accounts and shall also keep minutes of the proceeding of its Members, Directors and committees exercising any of the authority of the Directors, and shall keep at its registered or principal office a record giving the names and addresses of the Members entitled to vote. All book and records of the Club may be inspected by any Member or their agent or attorney, for any proper purposes at any reasonable time.

10.7 Financial Statements. Team Treasurers are responsible for filing quarterly financial statements with Club Treasurer. Each team account shall include the Club treasurer as authorized signer for all accounts. Teams will receive benefit of Club non-profit status, as all contributions will be sent to the Club Treasurer. Club Treasurer will issue a confirmation to donor and remit funds to the team in a timely manor. All team accounts will be established at a financial institution acceptable to the Club Treasurer and will provide Club Treasurer access to the account. The Club Treasurer will make available the balance of the Club account to all Club Board members at any time upon request and not make withdrawals from the team accounts without prior notification to the holder of the team account and the Board.

10.8 Dissolution. No part of the net earnings of the Club shall inure to the benefit of, or be distributable to, its Members, Directors, officers or other private persons. Refer to Articles of Incorporation for complete statement of dissolution.

ARTICLE XI. CONFLICT OF INTEREST

11.1 Purpose. The purpose of the conflict of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director of the Corporation or might result in a possible excess

benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

11.2 Definitions.

11.2.1 Interested Person. Any Director, principal Officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

11.2.2 Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,
- b. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest Under Section 11.3.2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

11.3 Procedures.

11.3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

11.3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

11.3.3 Procedures for Addressing the Conflict of Interest.

- (a) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- (b) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- (c) After exercising due diligence, the governing board or committee shall determine whether the Corporation 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.
- (d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall

determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

11.3.4 Violations of the Conflicts of Interest Policy.

(a) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(b) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

11.4 Records of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

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

11.5 Compensation.

(a) A voting member of the governing board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters, pertaining, directly and indirectly, to that member's compensation.

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

(c) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

11.6 Annual Statements. Each Director, principal Officer and member of a committee with governing Board delegated powers shall annually sign a statement which affirms such person:

(a) Has received a copy of the conflicts of interest policy,

(b) Has read and understands the policy,

(c) Has agreed to comply with the policy, and

(d) Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

11.7 Periodic Reviews. To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its 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 reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

11.8 Use of Outside Experts. When conducting the periodic reviews as provided for in Section 11.7, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE XII. ACTIONS BY ELECTRONIC TRANSMISSION

12.1 - Consent Required. Notice by electronic transmission may only be given to members or directors who have consented to such receipt either in writing or by an electronic transmission to the Corporation and have specified the message format accessible to the recipient and the address, location, or system to which these notices may be electronically transmitted. A notice to be provided by electronic transmission must be electronically transmitted.

12.2 - Revocation of Consent. Anyone consenting to notice by electronic transmission may revoke such consent by delivering a revocation to the Corporation either in writing or by electronic transmission. A consent to notice by electronic transmission is revoked if the Corporation is unable to electronically transmit two consecutive notices given by the Corporation in accordance with the consent and this inability becomes known to the secretary of the Corporation or other person responsible for giving the notice. Inadvertent failure by the Corporation to treat this inability as a revocation does not invalidate any meeting or other action.

12.3 - Notice by Posting. Notice to those who have consented to receipt of electronic transmission of notices may be provided by posting the notice on an electronic network and delivering instructions to the member or Director a separate record of the posting together with comprehensible instructions regarding how to obtain access to this posting on the electronic network.

12.4 - When Notice Effective. Notice provided in an electronic transmission is effective when it (a) is electronically transmitted to the address, location or system designated by the recipient and is made pursuant to the consent provided by the recipient; or (b) has been posted on an electronic network and a separate record of the posting has been delivered to the recipient together with comprehensible instructions regarding how to obtain access to the posting in the electronic network.

ARTICLE XIII. FISCAL YEAR AND SEAL

13.1 Fiscal Year. The fiscal year of the Club shall begin on the first day of April and end on the last of March in each year.

13.2 Seal. The Board of Directors may provide a corporate seal, which may be in the form of the circle and shall have inscribed thereon the name of the Club and the words "Corporate Seal".

13.3 Club Colors. The colors of the Club reflected in the Club's uniforms, logo, etc., shall be emerald green, white, and blue.

13.4 Club Logo. The Club logo shall be protected by trademark regulations and no outside organization, business firm, or person shall be allowed to use the logo without the express written approval of the Board. The Club logo, or any other form of expressing approval or endorsement, shall not be used for programs, projects that are unsafe, discriminatory, or not in accordance with the fundamental policies outlined in these By-Laws.

13.5 Affiliation. The Club shall be affiliated with the Washington State Youth Soccer Association, the Seattle Youth Soccer Association and such other affiliates as the Board hereinafter shall select to promote the interests of the Club.

ARTICLE XIV. WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Act under the provisions of the By-Laws of the Club, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV. INDEMNIFICATION OF DIRECTORS AND OFFICERS

15.1 Right to Indemnification. Each person who was, or is threatened to be made a party to or is otherwise involved (including, without limitation, as a witness) in any actual or threatened action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Club or, while a director or officer, he or she is or was serving at the request of the Club as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans, whether the basis of such proceeding is alleged action in an official capacity as a director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by the Club, to the full extent permitted by applicable law as then in effect, against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts to be paid in settlement) actually and reasonably incurred or suffered by such person in connection therewith, and such indemnification shall continue as to a person who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in Section 15.2 of this Article with respect to proceedings seeking solely to enforce rights to indemnification, the Club shall indemnify any such person seeking indemnification in connection

with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the board of directors of the Club. The right to indemnification conferred in this Section 15.1 shall be a contract right and shall include the right to be paid by the Club the expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Club of an undertaking, by or on behalf of such Director or Officer, to repay all amounts so advanced if it shall ultimately be determined that such Director or Officer is not entitled to be indemnified under this Section 15.1 or otherwise.

15.2 Right of Claimant to Bring Suit. If a claim for which indemnification is required under Section 15.1 of this Article is not paid in full by the Club within sixty (60) days after a written claim has been received by the Club, except in the case of a claim for expenses incurred in defending a proceeding in advance of its final disposition, in which case the applicable period shall be twenty (20) days, the claimant may at any time thereafter bring suit against the Club to recover the unpaid amount of the claim and, to the extent successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. The claimant shall be presumed to be entitled to indemnification under this Article upon submission of a written claim (and, in an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition, where the required undertaking has been tendered to the Club), and thereafter the Club shall have the burden of proof to overcome the presumption that the claimant is not so entitled. Neither the failure of the Club (including its Board of Directors, independent legal counsel or its members, if any) to have made a determination prior to the commencement of such action that indemnification of or reimbursement or advancement of expenses to the claimant is proper in the circumstances nor an actual determination by the Club (including its Board of Directors, independent legal counsel or its members, if any) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses shall be a defense to the action or create a presumption that the claimant is not so entitled.

15.3 Nonexclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Incorporation, By-Laws, agreement, vote of members, if any, or disinterested directors or otherwise.

15.4 Insurance, Contracts and Funding. The Club may maintain insurance at its expense, to protect itself and any director, trustee, officer, employee or agent of the Club or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Club would have the power to indemnify such person against such expense, liability or loss under the Washington Business Corporation Act, as applied to nonprofit corporations. The Club may enter into contracts with any director or officer of the Club in furtherance of the provisions of this Article and may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such amounts as may be necessary to effect indemnification as provided in this Article.

15.5 Indemnification of Employees and Agents of the Club. The Club may, by action of its Board of Directors from time to time, provide indemnification and pay expenses in advance of

the final disposition of a proceeding to employees and agents of the Club with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and Officers of the Club or pursuant to rights granted pursuant to, or provided by, the Washington Business Corporation Act, as applied to nonprofit corporations, or otherwise.

ARTICLE XVI. AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by an affirmative vote of two-third (2/3) of the Directors present at any regular meeting or special meeting called for such purpose, and at which a quorum is present, provided that at least thirty(30) days written notice is given of such meeting which details the amendment or change proposed to the By-Laws to be approved at such meeting; and provided the amendment or change complies with the Act and does not adversely affect the Club's qualifications under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended.

The By-Laws were approved by a unanimous vote of the Board of Directors at a meeting on _____.

(President's Signature) _____ (Date) _____

The above By-Laws were amended on April 10, 2000, on January 24, 2005 and on January 12, 2009.