

**BYLAWS OF THE
MILL VALLEY SOCCER CLUB
A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION**

(Amended and Restated February 8, 2017)

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ARTICLE I – NAME AND PURPOSES

SECTION 1 – Name

The name of this corporation is the Mill Valley Soccer Club (the “Club”)

SECTION 2 – Purposes

The specific and primary purpose of the Club is to engage exclusively in charitable and educational activities within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), by:

(1) Developing, advancing and stimulating knowledge and interest in and appreciation for the sport of soccer and the skills of soccer play; educating the public concerning the rules, skills, and theory of soccer by establishing, maintaining and operating a soccer club that will instruct players, coaches and referees, both adult and youth, and will form various soccer teams for the purpose of such instruction and make viewing the sport of soccer available to the public; and

(2) Performing other acts necessary or incidental to the above, but to engage in activities which are entitled to charitable and educational status for tax purposes under federal, state and local law.

The general purposes and powers are to have and to exercise, subject to the provisions of these Bylaws, all rights and powers now or hereafter conferred upon nonprofit public benefit corporations under the laws of the State of California; provided, however, that this Club shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the specific and primary purposes of this organization.

ARTICLE II – OFFICES

SECTION 1 – Principal Office

The principal office of the Club for the transaction of its business is located in Marin County, California.

SECTION 2 – Other Offices

The Club may also have offices at such other places, within the County of Marin, State of California, where it is qualified to do business, as its business may require and as the board of directors may, from time to time, designate.

ARTICLE III – MEMBERS

SECTION 1 – Members Prohibited

The Club shall have no members, just an elected Board and those employees the Board deems necessary to further the mission of the club.

SECTION 2 – Effect of Prohibition.

Any action which would otherwise require approval by the members shall require only approval of the Board. All rights which would otherwise vest under the Nonprofit Public Benefit Corporation Law in the members shall vest in the Board.

ARTICLE IV – DIRECTORS

SECTION 1 – Powers

Subject to (a) the provisions of the California Nonprofit Public Benefit Corporation Law, and (b) any limitations in the Articles of Incorporation and these Bylaws, the business and affairs of the Club shall be managed and all corporate powers shall be exercised by or under the direction of the Board of Directors (the “Board”).

Without prejudice to these general powers, and subject to the same limitations, the Board shall have the power to:

(1) Select and remove all agents and employees including the officers of the Club; prescribe any powers and duties for them that are consistent, with applicable law, with the Articles of Incorporation and with these Bylaws; fix their compensation; and require from them security for faithful service.

(2) Change the principal executive office or the principal business office in the County of Marin, California from one location to another and designate any place within the County of Marin, California for the holding of any meeting or meetings.

(3) Adopt, make, and use a corporate seal and alter the form of the seal.

(4) Take any and all appropriate actions that are authorized under Nonprofit Public Benefit Corporation Law or other applicable law.

SECTION 2 – Number

Until changed by a duly adopted amendment to this Bylaw, the authorized number of directors on the Board (the “Directors”) shall be not less than Seven (7) and not more than Thirteen (13). Any resident of Southern Marin County, California over eighteen (18) years old, regardless of race, nationality, religion or political belief may be elected as a Director.

No fewer than 2/3 (66.6%) of Directors must reside within Mill Valley.

Every effort will be made for the Board to represent a cross-section of the club--e.g. boys and girls, Recreational and Competitive programs, and geographical areas served by the club.

SECTION 3 – Terms of Office

Each Director shall hold office for a term of two (2) years and or until a successor Director has been elected and qualified. The successor Director shall be elected in the same manner as his or her predecessor was elected. All Directors shall be eligible for reelection to three (3) successive terms per office. In no event shall any one person serve consecutively as a Director for more than 8 years.

Any Director may be removed, with or without cause, by the vote of not less than 2/3 of the members of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given as provided in Article 5.4.

SECTION 4 – Vacancies

The Board shall fill any vacancy in the Board. Each member of the Board so elected shall hold office until a successor has been elected and qualified subject to the provisions of Section 3 above. Whenever a vacancy on the Board is filled in the matter provided in this section, the person filling such vacancy shall be eligible to be nominated for election to an initial, full two (2) year term at the next Meeting occurring after that person has filled such vacancy.

A vacancy or vacancies in the Board shall be deemed to exist (a) in the event of the death, resignation or removal of any Director; (b) if the Board declares vacant by resolution the office of any Director who has been declared of unsound mind by an order of court or convicted of a felony, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3, (c) if a Director fails, in the discretion of a majority of the Directors voting at a duly held meeting, to conduct himself or herself in a manner consistent with the Club's purposes, or (d) if the authorized number of Directors is increased.

Any Director may resign effective upon giving written notice to the Club's President, unless the notice and authorization specifies a later time for that resignation to become effective. If the resignation of a Director is effective at a future time, the Board may select a successor to take office when the resignation becomes effective. No reduction of the authorized number of Directors shall have the effect of removing any Director before that Director's term of office expires. No Director may be removed from office except as set forth in these Bylaws, as amended from time to time.

SECTION 5 – Interested Persons as Directors

No more than 49 percent of the persons serving on the Board may be "interested persons." An interested person is (1) any person compensated by the Club for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise; and (2) any brother, sister, ancestor, descendent, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law or father-in-law of such person. However, any violation of this paragraph shall not affect the validity or enforceability of transactions entered into by the Club. Having children playing for the club does not make an individual an "interested person."

SECTION 6 – Conflicts of Interest

In the event any Director has a conflict of interest that might properly limit such Director's fair and impartial participation in Board deliberations or decisions, such Director shall inform the

Board as to the circumstances of such conflict. If those circumstances require the non-participation of the affected Director, the Board may nonetheless request from the Director any appropriate non-confidential information which might inform its decisions. "Conflict of interest," as referred to herein, shall include but shall not be limited to, any transaction by or with the Club in which a Director has a direct or indirect personal interest that is not soccer related, or any transaction in which a Director is unable to exercise impartial judgment or otherwise act in the best interests of the Club.

No Director shall cast a vote, nor take part in the final deliberation in any matter in which he or she, members of his or her immediate family, or any organization to which such Director has allegiance, has a personal or professional interest that is, or has the appearance of competing with the interest of the Club. Any Director who believes he or she may have such a conflict of interest shall so notify the Board prior to deliberation on the matter in question, and the Board shall make the final determination as to whether any Director has a conflict of interest in any matter. The minutes of the Board meeting shall reflect disclosure of any conflict of interest and the recusal of the interested Director.

The Board may establish a conflicts of interest policy for members of any of the following classes: Board of Directors; committee members; Officers; and/or employees. The policy should establish procedures to be followed if a member of such class has a conflict of interest or a perceived conflict of interest. If a conflicts of interest policy is established for members of the Board of Directors, committee members, Officers, and/or employees, each person who is a member of a class covered by such conflicts of interest policy 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 that the Club is a charitable organization and in order to maintain its tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

SECTION 7 – Non-Liability of Directors

Directors shall not be personally liable for the debts, liabilities or other obligations of the Club. The liability of the Directors of the Club for monetary damages shall be eliminated to the fullest extent permissible under California law.

SECTION 8 – Compensation

Directors shall serve without compensation. Interested persons receiving compensation for other services rendered to the Club must nonetheless receive no compensation for their service on the Board. Directors shall be allowed reasonable advancement or reimbursement for expenses incurred in the performance of their regular duties.

ARTICLE V – MEETINGS

SECTION 1 – Place of Meetings and Meetings by Telephone

Meetings of the Board may be held at any place within the County of Marin, California, or other appropriate location, that has been designated in the notice of the meeting or, if not so stated; or if there is no notice, by resolution of the Board or by the President (if not contrary to any action, taken by the Board). Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all the Directors participating in the meeting can hear one another and all such Directors shall be deemed to be present in person at the meeting.

SECTION 2 – Annual Meetings

The Club shall not hold annual meetings.

SECTION 3 – Regular Meetings

Regular meetings of the Board shall be held without call at such time as shall from time to time be fixed by the Board. Once set by the Board, the regular meeting date can be only amended upon at least ten (10) days written notice, which may be given by mail, by personal delivery, by electronic mail or by other reasonably reliable electronic communication. Except as set forth above, such regular meetings may be held without notice.

SECTION 4 – Special Meetings

Special meetings of the Board for any purpose or purposes may be called at any time by the President of the Club, or by one-third (1/3) or more of the Directors of the Club.

Notice of the time and place of special meetings shall be delivered to each Director personally, by telephone, facsimile, electronic mail or other reasonably reliable form of electronic communication or by first-class mail or telegram, charges prepaid, addressed to each Director at that Director's address as it is shown on the Club's records. In case the notice is mailed, it shall be deposited in the United States mail at least six (6) days before the time of the holding of the meeting. In case the notice is delivered personally, or by telephone, telecopy, electronic mail or other reasonably reliable form of electronic communication, or telegram, it shall be delivered at least forty-eight (48) hours before the time of the holding of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of such Director who the person giving the notice has reason to believe will promptly communicate it to the Director.

SECTION 5 – Quorum

Except to adjourn as provided in Article 5.7 below, seven (7) Directors constitute a quorum for the transaction of business, unless there are fewer than Thirteen (13) duly elected Directors on the Board. If there are fewer than thirteen (13) duly elected Directors, the quorum shall be the product of fifty percent (50%) of the number of duly elected Directors. If that product is not a whole number, it shall be rounded up the nearest whole number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of any Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum was present shall be regarded as the act of the Board, subject to the provision of these Bylaws, Section 5233 of the Corporations Code of California (as to

approval of contracts or transactions in which a Director has a direct or indirect material financial interest), Section 5212 of that Code (as to appointment of committees), and Section 5238 of that Code (as to indemnification of Directors), the Articles of Incorporation, and other applicable law.

SECTION 6 – Waiver of Notice

Notice of a meeting need not be given to any Director who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, either before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to said Director. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. A waiver of notice need not specify the purpose of any regular or special meeting of the Board.

SECTION 7 – Adjournment

A majority of the Directors present whether or not constituting a quorum may adjourn any meeting to another time and place.

SECTION 8 – 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 twenty-four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting, in the manner specified in Article 5.4 above, to Directors who were not present at the time of adjournment.

SECTION 9 – Action Without Meeting

Any action required or permitted to be taken by the Board may be taken without a meeting if all Directors unanimously consent in writing to that action. Such action by written consent shall have the same force and effect as any other validly approved action of the Board. Such unanimous written consent shall be filed with the minutes of the proceedings of the Board. For purposes of this Section, a writing includes facsimile, electronic mail and any other reasonably reliable form of electronic communication.

SECTION 10 – Public Meetings

The Board will hold public meetings to the extent required by applicable law or funding source. If the Board holds a public meeting, it will be noticed as required by applicable law.

ARTICLE VI – OFFICERS

SECTION 1 – Number of Officers

The officers of the Club shall be a President, a Secretary, and a Treasurer. The Club may also have, as determined by the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, or other officers. Any number of offices may be held by the same person except that neither the Secretary nor the Treasurer may serve as the President.

SECTION 2 – Qualification, Election, and Term of Office

Any person may serve as officer of the Club. Officers shall be elected by the Board, at any time, and each officer shall hold office until he or she resigns or is removed or is otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first.

SECTION 3 – Subordinate Officers

The Board may appoint such other officers, agents or committee members as it may deem desirable, and such officers shall serve such terms, have such authority, and perform such duties as may be prescribed from time to time by the Board.

SECTION 4 – Removal and Resignation

Any officer may resign at any time by giving written notice to the Board or to the President or Secretary of the Club. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this Section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the Board relating to the employment of any officer of the Club.

Any Officer may be removed, with or without cause, by the vote of not less than 2/3 of the members of the entire Board at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given as provided in Article 5.4.

SECTION 5 – Vacancies

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board, in the event of a vacancy in any office other than that of President, such vacancy may be filled temporarily by appointment by the President until such time as the Board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the Board may or may not be filled as the board shall determine.

SECTION 6 – Duties of the President

The President shall be the chief executive officer of the Club and shall, subject to the control of the Board, supervise and control the affairs of the Club and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the Articles of Incorporation of the Club, or by these Bylaws, or which may be prescribed from time to time by the Board. Unless another person is specifically appointed as chairperson of the Board, he or she shall preside at all meetings of the Board. Except as otherwise expressly provided by law, by the Articles of Incorporation, or by these Bylaws, he or she shall, in the name of the Club, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the Board.

SECTION 7 – Duties of the Secretary

The Secretary shall: (A) certify and keep at the principal office of the Club the original, or a copy of these Bylaws as amended or otherwise altered to date; (B) keep at the principal office of the Club or at such other place as the board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof; (C) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (D) be custodian of the records and of the seal of the Club and see that the seal is affixed to all duly executed documents, the execution of which on behalf of the Club under its seal is authorized by law or these Bylaws; (E) exhibit at all reasonable times to any director of the Club, or to his or her agent or attorney, on request therefor, the Bylaws, the membership book, and the minutes of the proceedings of the directors of the Club; and (F) in general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the Articles of Incorporation of the Club, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 8 – Duties of the Treasurer

Subject to the provisions of these Bylaws relating to the "Execution of Instruments, Deposits and Funds," the Treasurer shall: (A) have charge and custody of, and be responsible for, all funds and securities of the Club, and deposit all such funds in the name of the Club in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; (B) receive, and give receipt for, monies due and payable to the Club from any source whatsoever; (C) disburse, or cause to be disbursed, the funds of the Club as may be directed by the Board, taking proper vouchers for such disbursements; (D) keep and maintain adequate and correct accounts of the Club's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains and losses; (E) exhibit at all reasonable times the books of account and financial records to any Director, or to his or her agent or attorney, on request therefor; (F) render to the President and Directors, each month at the Board Meeting, an account of any or all of his or her transactions as Treasurer and of the financial condition of the Club; (G) prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports; and (H) in general, perform all duties incident to the office of Treasurer and such other duties as may be required by law, by the Articles of Incorporation of the Club, or by these Bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

SECTION 9 – Compensation

Officers shall serve without compensation. They shall be allowed reasonable advancement or reimbursement for expenses incurred in the performance of their regular duties.

ARTICLE VII – COMMITTEES

SECTION 1 – Executive Committee

The Board may, by a majority vote of directors, designate two (2) or more of its members (who may also be serving as officers of the Club) to constitute an Executive Committee and delegate to such Committee any of the powers and authority of the board in the management of the business and affairs of the Club, except with respect to:

The approval of any action which, under law or the provisions of these Bylaws, requires the approval of the members or of a majority of all of the Directors.

The filling of vacancies on the board or on any committee which has the authority of the Board.

The fixing of compensation of the directors who are also interested parties.

The amendment or repeal of Bylaws or the adoption of new Bylaws.

The amendment or repeal or any resolution of the board which by its express terms is not so amendable or repealable.

The appointment of committees of the Board or the members thereof.

The expenditure of corporate funds to support a nominee for director after there are more people nominated for director than can be elected. The approval of any transaction to which the Club is a party and in which one or more of the directors has a material financial interest, except as expressly provided in Section 5233(d)(3) of the California Nonprofit Public Benefit Corporation Law.

By a majority vote of its members then in office, the Board may at any time revoke or modify any or all of the authority so delegated, increase or decrease but not below two (2) the number of its members, and fill vacancies therein from the members of the board. The Executive Committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

SECTION 2 – Other Committees

The Club shall have such other committees as may from time to time be designated by resolution of the Board. Such other committees may consist of persons who are not also members of the board. All committees must report back to the Board on a monthly basis. Email report to the Board may be sufficient.

SECTION 3 – Meetings and Actions of Committees

Meetings and action of committees shall be governed by, noticed, held and taken in accordance with the provisions of these Bylaws concerning meetings of the Board, with such changes in the context of such Bylaw provisions 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 fixed by resolution of the Board or by the committee. The time for special meetings of committees may also be fixed by the Board. The Board may also adopt rules and regulations

pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these Bylaws elected.

ARTICLE VIII – INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

SECTION 1 – Agents, Proceedings and Expenses

For the purposes of this Article 8, “agent” means any person who is or was a Director, officer, employee, or other agent of this Club or is or was serving at the request of the Club as a Director, officer, employee; “proceeding” means any threatened pending or completed action or proceeding, whether civil, criminal, administrative, or investigative; and “expenses” includes, without limitation, attorneys’ fees and any expenses of establishing a right to indemnification under Article 8.4 or Article 8.5 of these Bylaws.

SECTION 2 – Actions Other Than By The Club

The Club, shall, to the maximum extent not prohibited by the California Nonprofit Public Benefit Corporation Law, indemnify each of its agents against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with any proceeding arising by reason of the fact that any such person is or was an agent of the Club. Without limiting the foregoing, the Club shall indemnify any person who was or is a party, or is threatened to be made a party, to any proceeding (other than an action by or in the right of the Club to procure a judgment in its favor, an action brought under Section 5233 of the Corporations Code, or an action brought by the Attorney General pursuant to Section 5250 of the Code) by reason of the fact that such person is or was an agent of the Club, against expenses (including attorneys’ fees) judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner that such person reasonably believed to be in the best interests of the Club and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Club or that the person had reasonable cause to believe that the person’s conduct was unlawful.

The club has no duty to defend, indemnify and or hold harmless any agent whose actions the club deems to arise from malicious, willful, wanton or reckless misconduct of any agent.

SECTION 3 – Actions By The Club

The Club 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 Club, or brought under Section 5233 of the Corporation Code, or brought by the Attorney General pursuant to Section 5250 of the Code, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Club, against expenses actually and reasonably incurred by that person in

connection with the defense or settlement of that action if such person acted in good faith, in a manner that such person believed to be in the best interests of the Club and with such care, including reasonable inquiry as an ordinary prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 3:

In respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to the Club in the performance of that person's duty to the Club, unless and only to the extent that the court in which that proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine.

Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval.

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.

However the club has no duty to defend, indemnify and or hold harmless any agent whose actions the club deems to arise from malicious, willful, wanton or reckless misconduct of any agent.

SECTION 4 – Successful Defense by Agent

To the extent that an agent of the Club has been successful on the merits in defense of any proceeding referred to in Articles 8.2 or 8.3 of these Bylaws, or in defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

SECTION 5 – Required Approval

Except as provided in Section 4 above, any indemnification under this Article 8 shall be made by the Club only if authorized in the specific case on a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 2 or 3 above, by:

A majority vote of a quorum consisting of Directors who are not parties to the proceeding; or

The court in which the proceeding is or was pending, on application made by the Club or the agent or the attorney, or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Club; and any such indemnification shall be subject to any limitation, condition, or other provision made in any such determination.

SECTION 6 – 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 shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article 8.

SECTION 7 – Other Contractual Rights

Nothing contained in this Article 8 shall affect any right to indemnification to which persons other than Directors and officers of the Club or any subsidiary hereof may be entitled by contract or otherwise.

SECTION 8 – Limitations

No indemnification or advance shall be made under this Article 8, except as provided in Section 4 or Section 5, in any circumstance where it appears:

That it would be inconsistent with a provision of the Articles of Incorporation 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.

That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

No provision made by the Club to indemnify its Directors or officers or the Directors or officers of any subsidiary of the Club for the defense of any proceeding shall be valid if inconsistent with Section 5238 of the Corporations Code.

SECTION 9 – Insurance

Upon and in the event of a determination by the Board to purchase such insurance, the Club shall purchase and maintain insurance on behalf of any agent of the Club against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Club would have the power to indemnify the agent against that liability under the provision of Section 5238 of the Corporations Code. The foregoing, notwithstanding, the Club shall have no power to purchase and maintain any insurance to indemnify an agent of the Club for a violation of Section 5233 of the Corporations Code.

SECTION 10 – Fiduciaries of Corporate Employee Benefit Plan

This Article 8 does not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity as such, even though that person may also be an agent of the Club as defined in Section 1 above. The Club shall have power to indemnify such a trustee, investment manager or other fiduciary to the extent permitted by Section 5140(f) of the California Corporation Code.

ARTICLE IX – EXECUTION OF INSTRUMENTS, DEPOSITS AND FUNDS

SECTION 1 – EXECUTION OF INSTRUMENTS

The Board, except as otherwise provided in these Bylaws, may by resolution authorize any officer 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.

SECTION 2 – 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 two Directors.

SECTION 3 – 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 Board may select.

SECTION 4 – GIFTS

The Board of Directors may accept on behalf of the Club any contribution, gift, bequest, or devise for the charitable or public purposes of the Club.

ARTICLE X – CORPORATE RECORDS, REPORTS AND SEAL

SECTION 1 – Maintenance of Corporate Records

The Club shall keep at its principal office in the State of California:

Minutes of all meetings of directors and committees of the board, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;

Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses;

SECTION 2 – Corporate Seal

The Board may adopt, use, and at will alter, a corporate seal. Such seal shall be kept at the principal office of the Club. Failure to affix the seal to corporate instruments, however, shall not affect the validity of any such instrument.

SECTION 3 – Directors' Inspection Rights

Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Club. All materials are the property of the Club and the Director will destroy or return the documents, records, or books to the Club upon the end of that Director's service to the Club.

SECTION 4 – Right to Copy and Make Extracts

Any inspection under the provisions of this Article may be made in person or by agent or attorney and the right to inspection includes the right to copy and make extracts.

SECTION 5 – Annual Report

The board shall cause an annual report to be furnished not later than one hundred and twenty (120) days after the close of the Club's fiscal year to all Directors, which report shall contain the following information in appropriate detail:

The assets and liabilities, including the trust funds, of the Club as of the end of the fiscal year;

The principal changes in assets and liabilities, including trust funds, during the fiscal year;

The revenue or receipts of the Club, both unrestricted and restricted to particular purposes, for the fiscal year;

The expenses or disbursements of the Club, for both general and restricted purposes, during the fiscal year;

Any information required by Section 7 of this Article.

The annual report shall be accompanied by any report thereon of independent accountants, or, if there is no such report, the certificate of an authorized officer of the Club that such statements were prepared without audit from the books and records of the Club.

SECTION 6 – Annual Statement of Specific Transactions

This Club shall deliver to all Directors a statement within one hundred and twenty (120) days after the close of its fiscal year which briefly describes the amount and circumstances of any indemnification or transaction in which the Club was a party, and in which any director or officer had a direct or indirect material financial interest.

The above statement need only be provided with respect to a transaction during the previous fiscal year involving more than TWENTY THOUSAND DOLLARS (\$20,000) or which was one of a number of transactions with the same persons involving, in the aggregate, more than TWENTY THOUSAND DOLLARS (\$50,000).

Similarly, the statement need only be provided with respect to indemnifications or advances aggregating more than TEN THOUSAND DOLLARS (\$10,000) paid during the previous fiscal year to any director or officer, except that no such statement need be made if such indemnification was approved by the members pursuant to Section 5238(e) (2) of the California Nonprofit Public Benefit Corporation Law.

Any statement required by this Section shall briefly describe the names of the interested persons involved in such transactions, stating each person's relationship to the Club, the nature

of such person's interest in the transaction and, where practical, the amount of such interest, provided that in the case of a transaction with a partnership of which such person is a partner, only the interest of the partnership need be stated.

If the Club has any members and provides all members with an annual report according to the provisions of Section 6 of this Article, then such annual report shall include the information required by this Section.

ARTICLE XI – FISCAL YEAR

SECTION 1 – Fiscal Year of the Club

The fiscal year of the Club shall begin on April 1 and end on March 31 in each year.

ARTICLE XII – AMENDMENTS

SECTION 1 – Amendment of Bylaws

Subject to any provision of law applicable to the amendment of Bylaws of public benefit nonprofit corporations, these Bylaws, or any of them, shall only be adopted, amended or repealed by a majority of the Board present and voting at a duly held meeting or by unanimous written consent.

SECTION 2 – Amendment of Articles

Any amendment of the Articles of Incorporation shall only be adopted, amended or repealed by a majority of the Board present and voting at a duly held meeting or by unanimous written consent.

ARTICLE XIII – PROHIBITION AGAINST SHARING CORPORATE PROFITS AND ASSETS

SECTION 1 – Prohibition Against Sharing Corporate Profits and Assets

No member, director, officer, employee, or other person connected with the Club, or any private individual, shall receive at any time any of the net earnings or pecuniary profit from the operations of the Club, provided, however, that this provision shall not prevent payment to any such person for reasonable compensation for services performed for the Club in effecting any of its public or charitable purposes, provided that such compensation is otherwise permitted by these Bylaws and is fixed by resolution of the Board of Directors; and no such person or persons shall be entitled to share in the distribution of, and shall not receive, any of the corporate assets on dissolution of the Club. All members, if any, of the Club shall be deemed to have expressly consented and agreed that on such dissolution or winding up of the affairs of the Club, whether voluntarily or involuntarily, the assets of the club, after all debts have been

satisfied, shall be distributed as required by the Articles of Incorporation of the Club and not otherwise.

ARTICLE XIV – EFFECTIVE DATE

These amended and restated Bylaws shall be effective as of February 8, 2017.

CERTIFICATE OF SECRETARY

I, Jon Bontz, certify that I am the current elected and acting Secretary of the Mill Valley Soccer Club, and the above bylaws have been duly adopted by the MVSC Board of Directors on February 8, 2017, and that they have not been amended or modified since that date.

/s/ Jon Bontz

02/08/2017

Duly Elected Secretary

Date