

AGREEMENT AND PLAN OF MERGER

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THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made and entered into this 1st day of October, 2020 by and between **OHIO YOUTH SOCCER ASSOCIATION- NORTH, INC.**, an Ohio non-profit corporation ("**Ohio North**") and **OHIO SOUTH YOUTH SOCCER ASSOCIATION, INC.**, an Ohio non-profit corporation ("**Ohio South**").

RECITALS

WHEREAS, Ohio North is a non-profit corporation organized and existing under the laws of the State of Ohio that is exempt from federal income taxation under section 501(c)(3) of the Internal Revenue Code of 1986 (the "**Code**");

WHEREAS, Ohio North is classified as a public benefit corporation under Chapter 1702 of the Ohio Revised Code;

WHEREAS, Ohio South also is a non-profit corporation organized and existing under the laws of the State of Ohio that is exempt from federal income taxation under section 501(c)(3) of the Code;

WHEREAS, Ohio South also is classified as a public benefit corporation under Chapter 1702 of the Ohio Revised Code;

WHEREAS, to further their respective charitable purposes, Ohio North and Ohio South desire to enter into a merger, with Ohio South being the surviving corporation of such merger ("**Merger**"); and

WHEREAS, the Parties enter into this Agreement to set forth the terms of the Merger and to comply with the requirements of Section 1702.41 of the Ohio Revised Code;

WHEREAS, the respective Boards of Directors of each of Ohio North and Ohio South have approved and adopted this Agreement.

NOW, THEREFORE, in consideration of the covenants and representations set forth herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **MERGER.** On the Effective Date (as defined herein) and subject to and upon the terms and conditions of this Agreement, Ohio North shall be merged with and into Ohio South, the separate existence of Ohio North shall cease, and Ohio South shall continue as the surviving corporation. Ohio South as the surviving corporation after the Merger, is hereinafter sometimes referred to as the "**Surviving Corporation.**"

2. NAME AND PRINCIPAL OFFICE OF SURVIVING CORPORATION. The name of the Surviving Corporation shall be “**Ohio Soccer Association, Inc.**” The principal office of the Surviving Corporation shall be 7228 Columbia Road, Suite 900, Maineville, OH 45039.

3. EFFECTIVE DATE. The Merger provided for in this Agreement shall become effective upon the filing of a duly executed copy of a Certificate of Merger with attached Amended Articles of Incorporation with the Secretary of State of Ohio in accordance with Section 1702.43 of the Ohio Revised Code. (“**Effective Date**”).

4. GOVERNING DOCUMENTS. Upon the Merger contemplated herein becoming effective, the Articles of Incorporation of Ohio South shall be amended to change its name to “Ohio Soccer Association, Inc.” and other applicable changes, such amended Articles of Incorporation shall be the Articles of Incorporation of the Surviving Corporation substantially in the form attached hereto as Exhibit A. The Code of Regulations in substantially the form attached hereto as Exhibit B shall be the Code of Regulations of the Surviving Corporation.

5. INITIAL TRUSTEES AND OFFICERS. The initial Board of Directors and officers of the Surviving Corporation as of the Effective Date shall be the persons identified on Exhibit C, attached hereto and incorporated herein by reference and shall serve until the first annual or special meeting of the members at which directors are elected in accordance with the Code of Regulations of the Surviving Corporation. Gordon Henderson shall serve as the Chief Executive Officer (“CEO”). On the Effective Date, or as soon as possible thereafter, the Board of Directors shall elect the remaining officers in accordance with the Code of Regulations of the Surviving Corporation.

6. ELECTION OF TRUSTEES AND OFFICERS. At the first annual or special meeting of the members after the Effective Date at which directors are elected in accordance with the Code of Regulations of the Surviving Corporation, each director shall be elected to serve for the term indicated below:

(1) Three directors shall be elected to serve until the third annual meeting of the members following their election or until their successors are elected and qualified. The individuals elected under this subsection (1) shall be those designated under the Code of Regulations as the President, the District 2 Director, and the District 4 Director.

(2) Three directors shall be elected to serve until the second annual meeting of the members following their election or until their successors are elected and qualified. The individuals elected under this subsection (2) shall be those designated under the Code of Regulations as the Vice-President, the District 3 Director, and the District 5 Director.

(3) Three directors shall be elected to serve until the next annual meeting of the members following their election or until their successors are elected and qualified. The individuals elected under this subsection (3) shall be those designated under the Code of Regulations as the District 1 Director, the District 6 Director, and the District 7 Director.

The map attached hereto as Exhibit D designates the initial seven (7) districts of the Surviving Corporation, as such may be amended in accordance with the Code of Regulations of the Surviving Corporation.

At the first meeting of the Board of Directors after the election of directors under this Section 6, two Independent Directors shall be appointed by the Board of Directors to serve for the term indicated below:

(1) One Independent Director shall be appointed to serve until the first meeting of the Board of Directors following the first annual meeting of the members following their appointment or until a successor is appointed and qualified.

(2) One Independent Director shall be appointed to serve until the first meeting of the Board of Directors following the second annual meeting of the members following their appointment or until a successor is appointed and qualified.

7. EMPLOYEES; BENEFITS, COMPENSATION, AND POLICIES. The CEO shall be responsible for aligning the benefits, compensation, pay periods, and human resource policies and procedures of the constituent corporations as soon as practical after the Effective Date of the Merger.

8. STATUTORY AGENT. Gordon Henderson, with an address at 7228 Columbia Road, Suite 900, Maineville, OH 45039, is designated as the statutory agent upon whom process, notice or demand against any constituent corporation or the Surviving Corporation may be served.

9. EFFECT OF MERGER. Upon the Merger contemplated herein becoming effective, the separate existence of Ohio North shall cease and the Surviving Corporation shall thereupon and thereafter possess all the rights, privileges, immunities, powers, franchises, and authority, of a public as well as a private nature, of each of the constituent corporations; and all property of every description, and every interest therein, and all obligations, of or belonging to or due to each of the constituent corporations, shall thereafter be taken and deemed to be transferred to and vested in the Surviving Corporation without further act or deed; and any right or interest in respect to any past or future devise, bequest, conditional gift, or trust, property, or fund restricted to particular uses, when vested in or claimed by such Surviving Corporation as a result of the merger, shall belong to it as a continuation without interruption of the existence and identity of the constituent organization originally named as taker or beneficiary; and title to any real estate, or any interest therein, vested in any of the constituent corporations shall not revert or in any way be impaired by reason of the merger.

The Surviving Corporation shall thenceforth be liable for all the obligations of each of the constituent corporations; and any claim existing or action or proceeding pending by or against any of the constituent corporations may be prosecuted to judgment, with right of appeal as in other cases, as if such merger had not taken place, or the Surviving Corporation may be substituted in its place.

All the rights of creditors of each constituent corporation shall be preserved unimpaired, and all liens upon the property of any of the constituent corporations shall be preserved unimpaired, limited in lien to the property affected by such liens immediately prior to the effective date of the merger.

Each constituent entity will deliver the Certificate making certain representation as to the its authority to enter into the Merger Agreement, lack of claims, and similar items substantially in the form of Exhibit E.

10. RIGHT TO ABANDON MERGER. In accordance with section 1702.42(C) of the Ohio Revised Code, at any time prior to the filing of the Certificate of Merger with the Ohio Secretary of State, the merger contemplated and approved hereby may be abandoned by the Directors of either or both of the constituent corporations.

11. FURTHER ASSURANCES. Ohio North hereby agrees from time to time, as and when requested by Ohio South or by its successors or assigns, to execute and deliver, or cause to be executed and delivered, all such deeds and instruments, and to take or cause to be taken such further or other action as Ohio South may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of Ohio North acquired or to be acquired by reason of or as a result of the Merger and otherwise to carry out the intent and purposes hereof, and the proper officers and directors of Ohio South are fully authorized in the name of Ohio North or otherwise to take any and all such action.

12. MISCELLANEOUS PROVISIONS. Section headings contained in this Agreement are for convenience and are not intended to affect the substantive meaning of any provision. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all which shall constitute a single agreement. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the attempt shall first be made to read that provision in such a way as to make it valid and enforceable in light of the Parties' apparent intent as evidenced by this Agreement. If such a reading is impossible, the offending provision shall be deemed stricken from the Agreement, and every other provision shall remain in full force and effect. This Agreement shall generally be governed by and construed under the laws of the State of Ohio. This Agreement constitutes the complete and exclusive statement of the understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior or contemporaneous proposals or agreements, whether oral or written, and all other communications and negotiations between the Parties relating to the subject matter of this Agreement

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement and Plan of Merger to be executed by their respective officers, who are authorized to execute documents on behalf of their respective corporations, on the date and year above first written.

OHIO YOUTH SOCCER ASSOCIATION- NORTH, INC.
an Ohio non-profit corporation ("Ohio North")

By: Paul R. Emhoff
Paul R. Emhoff, President

Date: 10/07/2020

OHIO SOUTH YOUTH SOCCER ASSOCIATION, INC.
an Ohio non-profit corporation ("Ohio South")

By: John M. Ruffolo
John M. Ruffolo, President

Date: 10-7-2020

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EXHIBIT A

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
OHIO SOUTH YOUTH SOCCER ASSOCIATION, INC.

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
OHIO SOCCER ASSOCIATION, INC.

The following Amended and Restated Articles of Incorporation were adopted to supersede and take the place of the existing Articles and all Amendments thereto.

1. NAME: The name of the Corporation shall be Ohio Soccer Association, Inc.
2. PLACE OF OFFICE: The place in Ohio where the principal office of the Corporation is to be located shall be the City of Maineville (Warren County).
3. PURPOSE: The Corporation is organized exclusively for charitable purposes, including, for such purposes, to operate exclusively:
 1. To develop, promote, and administer the game of soccer within the state of Ohio;
 2. To encourage and assist in the development and growth of community leagues, associations, organizations, programs, and teams so that soccer is made available to more people in all levels of competition;
 3. To coordinate competition between the members of this Corporation and members of affiliated associations;
 4. To engage in any lawful act, activity or business not contrary to and for which a nonprofit corporation may be formed under the laws of the State of Ohio, and to have and exercise all powers conferred by the laws of the State of Ohio on nonprofit corporations.
4. RESTRICTIONS: No part of the net earnings of the Corporation shall inure to the benefit of any private individual or entity except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the Corporation shall be for carrying on propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986. The Corporation shall not participate in, or intervene in any political campaign on behalf of any candidate for public office.

Notwithstanding anything to the contrary in these Articles of Incorporation, the Corporation may not engage in any activity which is not permitted to be engaged in by an organization under Section 501(c)(3) of the Internal Revenue Code of 1986.
5. CERTAIN TRANSACTIONS: No contract or other transaction shall be void or voidable with respect to this Corporation for the reason that it is between the Corporation and one or more of its Directors or officers, or between the Corporation and any other person in which one or more of its Directors or officers-are directors,

trustees or officers, or have a financial or personal interest or for the reason that one or more interested Directors or officers participate in or vote at the meeting or the Directors or a committee thereof which authorizes such contract or transaction: provided, however, that any such contract or other transaction shall be consistent with the applicable provisions of Chapter 1702 of the Ohio Revised Code; and provided further that the material facts as the relationship or interest as to the contract or transaction are disclosed or known to the Directors or applicable committee of the Directors and the Directors or committee, in good faith reasonably justified by such facts, authorized the contract or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors constitute less than a quorum. The interested Directors may be counted in determining the presence of a quorum in a meeting of the Directors or of a committee thereof which authorized the contract or transaction.

6. **DISSOLUTION:** Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, distribute the remaining assets in furtherance of one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of Code of 1986, as amended, or the corresponding section of any future federal tax code. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for charitable purposes.

EXHIBIT B

CODE OF REGULATIONS

OHIO SOCCER ASSOCIATION, INC.

DRAFT

CODE OF REGULATIONS

OF THE

OHIO SOCCER ASSOCIATION, INC.

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- 46 **H. “League”** means an organization club/teams participating in inter-club/team
47 competition.
48
- 49 **I. “Federation”** means the United States Soccer Federation, Inc.
50
- 51 **J. “FIFA”** means the Federation Internationale de Football Association of which the
52 Federation is the national association member for the United States.
53
- 54 **K. “Member”** means an organization or individual having membership rights and
55 privileges specifically provided under and in accordance with the Articles of
56 Incorporation or these Regulations as provided under Article IV.
57
- 58 **L. “OSA”** means the Ohio Soccer Association, Inc.
59
- 60 **M. “Participant”** means any player, coach, trainer, manager, administrator, or official
61 that is sponsored, financed, coached, organized, or administered by a Member.
62
- 63 **N. “Player”** means an individual who is an amateur player and who has not reached
64 20 years of age prior to December 31 for the current seasonal year.
65
- 66 **O. “Player Registration Fee”** means the fees payable to OSA as provided in these
67 Regulations, and once per seasonal year for each individual player to the Federation
68 and USYSA as provided in Federation Bylaw 214.1 and Article XI.2G. of the USYSA
69 Bylaws.
70
- 71 **P. “Team”** means a group of soccer players playing on the same side in soccer games.
72
- 73 **Q. “USOC”** means the United States Olympic Committee that is the corporation
74 established under the Amateur Sports Act to oversee all amateur athletic activity in
75 the United States.
76
- 77 **R. “USYSA”** means the United States Youth Soccer Association, Inc.
78

79 **Section 2.** Except as otherwise provided, these definitions apply to these Regulations and
80 all policies of OSA.
81

82 **ARTICLE IV**

83 **MEMBERSHIP**

84

85 **Section 1. Eligibility.**

- 86 **A.** The membership of OSA is open to all soccer organizations, other organizations
87 interested in the administration and operation of youth sports, and all soccer
88 players, coaches, trainers, managers, administrators, and officials without
89 discrimination as defined by Federation Bylaw 105.

- 90 **B.** Membership in OSA shall be organizations or individuals interested in advancing
91 soccer within Ohio. Such organizations or individuals may apply for affiliation with
92 OSA.

93
94 **Section 2. Authority.**

- 95 **A.** The governing authority of OSA will be vested in the membership and the Board of
96 Directors as provided in these Regulations and the Articles of Incorporation.
97
98 **B.** Each member organization or individual shall recognize the authority, rulings,
99 Articles of Incorporation, Regulations, Bylaws, Policies, and Rules of OSA, USYSA,
100 and the Federation.

101
102 **Section 3. Categories.** OSA shall have the following membership categories:

- 103 **A. Full Members.** Full Members are voting members of OSA who are domiciled and
104 operating within the legal boundaries of the State of Ohio. Only soccer
105 organizations, including, but not limited to, clubs, leagues, or associations, which
106 directly register players, form teams, and coordinate competition between teams
107 are eligible. Full Members shall have those voting right specifically provided under
108 these Regulations and shall have no vote on any other matters.
109
110 **B. Associate Members.** To qualify for associate membership, an organization may be
111 formed to advance a particular aspect of soccer, subject to all requirements in this
112 Article IV, Section 4.
113
114 **C. Affiliate Members.** An individual or an organization not fitting the Full or
115 Associate Member category as provided by this Article, may be an affiliate member
116 of OSA for one year upon completing an affiliate member application form, paying a
117 yearly membership fee to OSA, and complying with requirements established by
118 the Board of Directors.
119
120 **D. Individual Members.** An individual who is a player, coach, referee, or
121 administrator is an individual member of OSA:
122 1. through that individual's membership or association with an organization
123 member;
124
125 2. if the individual occupies an unpaid administrative position within OSA;
126
127 3. contributes to OSA as a volunteer; or
128
129 4. as a committee member of OSA.

130
131 **Section 4. Admission to Membership.**

- 132 **A.** Membership in OSA will be member organizations or individuals interested in
133 advancing soccer within Ohio. Such organizations or individuals may apply for
134 membership with OSA.
135

- 136 **B.** The Board of Directors of OSA will determine all requirements for membership in
137 OSA.
138
- 139 **C.** To become a Member of OSA, an applicant must submit a written application for
140 membership to the CEO, for approval as provided by this Article IV, Section 4,
141 which includes the following:
142 1. the classification of membership being applied for; and
143
144 2. copies of its charter, articles of incorporation, bylaws, rules, regulations, any
145 rules of play, and other governing documents appropriate to understanding the
146 structure and activities of the organization.
147
- 148 **D.** Membership may be granted by the Board of Directors as follows:
149 1. The Board of Directors may grant to, deny or withdraw membership.
150
151 2. An applicant granted membership has all the rights and responsibilities of that
152 classification of Member granted except that an Associate, Affiliate, or
153 Individual Member may not vote.
154
155 3. Membership shall be granted by the Board of Directors on determination that
156 the applicant has met all requirements for membership as provided in this
157 Article IV, Section 4.C.2 and all other OSA requirements.
158

159 **Section 5. Good Standing.** The term of membership is for one seasonal year. However, if
160 the Member is admitted and the membership is effective before the beginning of the next
161 seasonal year, the initial term of membership for that Member is for the balance of the
162 seasonal year. Membership automatically renews each seasonal year as long as the
163 Member remains in good standing with OSA, which includes:

- 164 **A.** the Member being current with all dues, fees, and assessments owed;
165
- 166 **B.** having on file with OSA a copy of the Member's articles or certificate of
167 incorporation, bylaws, rules and regulations, and any amendments to those
168 documents;
169
- 170 **C.** registering all players, referees, coaches, assistant coaches, team managers,
171 organization officers, directors, and any other individuals in a timely manner as
172 established by the Board of Directors;
173
- 174 **D.** must follow all other such rules or procedures as the Board of Directors may direct;
175 and
176
- 177 **E.** if a Member fails to meet any of these qualifications, the Board of Directors may
178 suspend, fine, dismiss, or impose any other penalty on the Member subject to the
179 provisions of these Regulations.
180

181 **Section 6. Reinstatement.** A suspended Member of OSA may submit a written request for
182 reinstatement. The Board of Directors may reinstate the membership of a suspended
183 Member on reasonable terms that the Board of Directors considers appropriate.
184

185 **Section 7. Resignation.** Any Member may resign by giving written notice to the Board of
186 Directors at the office of OSA. The resignation will take effect at the time specified therein
187 or immediately if no time is specified. Unless specified therein, the acceptance of such
188 resignation will not be necessary to make it effective. No Annual Membership Fee shall be
189 refunded upon a resignation of a Member.
190

191 **ARTICLE V**

192 **FEES AND FINANCE**

193

194 **Section 1. Membership Fees.** The Board of Directors shall establish the amount and due
195 date of the Annual Membership Fee for full and associate members and the player
196 registration fee, which may include any annual player registration fees as required by
197 USYSA or the Federation.
198

199 **Section 2. Failure to Pay Fees.** Any Member failing to pay any fees due OSA shall be
200 provided written notice of the delinquency. If those fees are not paid within fifteen (15)
201 days after the date of the notice of delinquency, the delinquent Member may be suspended
202 from membership in OSA in accordance with these Regulations.
203

204 **Section 3. Budget.** The Board of Directors shall cause an annual budget to be prepared for
205 distribution to the membership.
206

207 **Section 4. Audit.** The OSA financial records will be audited every third (3rd) year. This
208 audit shall be accomplished by independent auditor. The audit shall include all records
209 and require the submission of a written report and recommendations. The CEO shall
210 distribute the audit to the Board of Directors and all Members.
211

212 **Section 5. Fiscal Year.** The fiscal year shall be as determined by the Board of Directors.
213

214 **ARTICLE VI**

215 **OFFICERS AND DIRECTORS**

216

217 **Section 1. Officers and Directors.**

218 **A.** There shall be two officers elected by the membership in statewide elections who
219 shall be the President and Vice President of OSA.
220

221 **B.** There shall be seven (7) District Directors, one elected from each of the designated
222 seven (7) OSA districts.
223

224 **C.** There shall be two (2) independent directors as provided under Article VIII.
225

Section 2. Qualifications of Elected Officers and Directors. The candidates for elected office shall:

A. be in good standing with OSA; and

B. not be a paid employee of OSA

Section 3. Qualifications of Appointed Directors. The appointed directors shall:

A. be appointed by a majority of the elected Directors as provided under Article VII;

B. provide subject matter expertise;

C. enhance the professionalism and credibility of OSA;

D. may be reappointed;

E. serve a two year term, unless removed or resign; and

F. may not be a paid employee of OSA.

Section 4. Term of Office.

A. An elected officer or director will serve for a period of three (3) years and, (except as otherwise noted herein), and may succeed themselves. Directors may serve a maximum of two (2) full three (3) year terms in succession. If after a break of at least 12 months, they may be elected or appointed to the board of directors. If when filling a vacancy, the partial term does not count toward the maximum of two (2) full three (3) year terms.

B. Officers and Directors shall assume office at the close of the Annual General Meeting at which they are elected. If the individual is fulfilling a vacancy, the term of office begins immediately after being elected or appointed to fill the vacancy.

C. Notwithstanding any other provisions of this Code of Regulations, no person shall serve on the OSA Board of Directors, in any capacity, for more than 12 years consecutively without a break in service of at least 1 year. This paragraph shall supersede all other sections of this Code of Regulations.

Section 5. Duties of Officers and Directors. The officers and directors shall perform the duties provided in this section and such other duties as are prescribed for the office in these Regulations, by the Board of Directors, or in the adopted parliamentary authority.

A. Duties of the President. The President:

1. shall serve as chair of all meetings of the membership and of the Board of Directors;

2. may execute instruments for OSA that the Board of Directors authorizes to be executed;

3. will oversee the activities of the CEO and act as the liaison between the Board of Directors and the CEO;
4. shall perform other responsibilities assigned by the Board of Directors; and
5. is an officer.

B. Duties of the Vice President. The Vice President:

1. shall assist the President;
2. assume the responsibilities of the President when the President is absent, cannot act, or refuses to act;
3. will perform other responsibilities assigned by the Board of Directors or the President; and
4. is an officer.

C. Duties of the District Directors. The district directors shall:

1. promote soccer and OSA;
2. represent the membership on matters of interest or concern; and
3. perform other responsibilities as assigned by the Board of Directors or the President.

D. Duties of the Independent Directors. The Independent Directors shall:

1. promote soccer and OSA;
2. understand and apply the requirements outlined in the Federation and USYSA Bylaws and policies and procedures; and
3. perform other responsibilities as assigned by the Board of Directors or the President.

Section 6. Removal from Office.

- A.** Directors and officers may be removed with or without cause, from an office or the Board of Directors by a two-thirds (2/3) vote of those present and voting at a meeting of the Board of Directors, provided the officer or director was given thirty (30) days' notice of such contemplated action.
- B.** A member of the Board of Directors who does not attend three (3) consecutive meetings of the Board of Directors may be removed by a majority of the Board of Directors provided the officer or director was given thirty (30) days' notice of such contemplated action, unless such absences are excused by the President.

- 318 C. Any member of the Board of Directors or an officer may resign by giving written
319 notice to the Board of Directors. The resignation will take effect at the time
320 specified therein or immediately if no time is specified. Unless specified therein,
321 the acceptance of such resignation will not be necessary to make it effective.
322
- 323 D. Upon removal or resignation of an officer of a member of the Board of Directors
324 under this subsection, if the individual resigning is both an officer and a member of
325 the Board of Directors, such person shall be removed or the resignation shall apply
326 to both positions.
327

328 **Section 7. Vacancy in Elected Office.**

- 329 A. If the office of President becomes vacant for any reason, the Vice President shall
330 become the President for the balance of the term.
331
- 332 B. If the office of any other officer or director becomes vacant for any reason, the
333 President shall appoint an individual, subject to approval by the Board of Directors,
334 until the next membership meeting. Any individual appointed to fill a vacancy of a
335 District Director must have home residency established in that same district. At
336 that meeting, an election shall be held to elect to fill the balance of the vacant term.
337
- 338 C. However, if a vacancy is caused by an election during a membership meeting, the
339 election to fill the vacancy for the balance of the term shall occur during that
340 meeting.
341

342 **Section 8. Election of Secretary and Treasurer.**

- 343 A. At the first meeting of the Board of Directors following the Annual General Meeting,
344 the election of officers for the positions of Secretary and Treasurer shall be held.
345 These positions may be filled by any of the eleven (11) voting members of the
346 board of directors.
347
- 348 B. If no member of the Board of Directors is elected to the position of Secretary, the
349 person holding the position of President shall accept the duties and responsibilities
350 of Secretary.
351
- 352 C. If no member of the Board of Directors is elected to the position of Treasurer, the
353 person holding the position of Vice President shall accept the duties and
354 responsibilities of Treasurer.
355

356 **ARTICLE VII**
357 **ELECTIONS**
358

359 **Section 1. Nominations from the Floor.** Nominations from the floor are not allowed,
360 unless there are no candidates for an office, either as Statewide Officer or as District
361 Director, to be elected.
362
363

364 **Section 2. Elections of Statewide Officers.**

- 365 **A.** At the Annual General Meeting, a statewide election for the office of President shall
366 be held at three (3) year intervals. To be qualified to hold the position of President
367 of OSA, the person must have previously served on the board directors of an USYSA
368 State Association for a minimum for 2 years.
369
- 370 **B.** At the Annual General Meeting, a statewide election for the office of Vice President
371 shall be held at three (3) year intervals. To be qualified to hold the position of Vice
372 President of OSA, the person must have previously served on the board directors of
373 an USYSA State Association for a minimum for 2 years.
374
- 375 **C.** The election of the President and Vice President should not occur at the same
376 Annual General Meeting.
377
- 378 **D.** If a statewide election for either the office of President or Vice President is
379 conducted during any meeting of the membership that election shall always take
380 place prior to the election of District Directors.
381
- 382 **E.** A person may hold the position of President or Vice President for a maximum of six
383 (6) consecutive years. They may serve as president for six (6) years and then Vice
384 President for six (6) years or vice versa.
385

386 **Section 3. Elections of District Directors.**

- 387 **A.** At an Annual General Meeting, no more than three (3) District Directors are
388 elected, except as provided in of Article VI, Section 7.B.
389
- 390 **B.** Each district director shall be elected by majority vote of those Full Members
391 eligible to vote their respective district director.
392

393 **Section 4. Simultaneous Positions.** No person may hold more than one position on the
394 Board of Directors at any one time. The only exceptions to this Regulation shall be the
395 President may also serve as Secretary and the Vice President may also serve as Treasurer.
396

397 **Section 5. Prior Notice.** Any individual seeking an elected position on the Board of
398 Directors shall submit notice to OSA on an approved form at least 30 days prior to the
399 Annual General Meeting.
400

401 **ARTICLE VIII**
402 **MEMBERSHIP MEETINGS**
403

404 **Section 1. Annual General Meeting.** Annual general meetings of the Members of OSA
405 shall be held between December 1 and May 31, at a time and place determined by the
406 Board of Directors.

- 407 **A. Notice of Meeting.** OSA shall provide to each organization Member and the Board
408 of Directors:

1. no more than ninety (90) days but no fewer than sixty (60) days before the date of the meeting, notice of the annual general meeting, giving the date, time, and location of the meeting; and
2. at least fifteen (15) days before the date of the meeting, a proposed agenda with copies of reports of officers and any items proposed to be considered at the meeting.

B. Business Items. Any business item (other than proposed amendments to the Articles of Incorporation or the Code of Regulations of OSA) to be presented at an Annual General Meeting must be submitted in writing to OSA at least sixty (60) days before the meeting. Business items may be submitted by (1) a Full Member (2) the Board of Directors; (3) a member of the Board of Directors; (4) the CEO; or (5) a committee of OSA.

C. Voting Body.

1. Each Full Member shall have the right to vote for the election of President, Vice President, and District Directors. The voting rights of a Full Member shall be through one or more representatives designated in writing by the governing authority of the Member.
2. The number of votes of the Full Member shall be determined based upon the number of players who have paid player registration fees as provided under Article V, Section 1, in the prior seasonal year.
3. Full Members shall have the number of votes as provided:

League

- a. 1 – 49 players – 1 vote.
- b. 50 – 99 players – 2 votes.
- c. 100 – 149 players – 3 votes.
- d. 150 – 199 players – 4 votes.
- e. 200 – 249 players – 5 votes.
- f. 250 – 349 players – 6 votes.
- g. 350 – 499 players – 7 votes.
- h. 500 – 999 players – 8 votes.
- i. 1,000 – 1,499 players – 9 votes.
- j. 1,500 – 2,499 players – 10 votes.
- k. 2,500 – 3,499 – 11 votes.
- l. 3,500 – 4,499 – 12 votes.
- m. 4,500 – 5,499 – 13 votes.
- n. 5,500 – 6,499 – 14 votes.
- o. 6,500 – 7,499 – 15 votes.
- p. 7,500 – 8,499 – 16 votes.
- q. 8,500 – 9,499 – 17 votes.

Club

- 1 – 99 players – 1 vote
- 100 – 199 players – 2 votes.
- 200 – 499 players – 3 votes.
- 500 – 999 players – 4 votes.
- 1,000 – 1,499 players – 5 votes.
- 1,500 – 1,999 players – 6 votes.
- 2,000 – 2,499 players – 7 votes.
- 2,500 – 2,999 players – 8 votes.
- 3,000 – 3,499 players – 9 votes.
- 3,500 – 3,999 players – 10 votes.
- 4,000 – 4,499 players – 11 votes.
- 4,500 – 4,999 players – 12 votes.
- 5,000 – 5,499 players – 13 votes.
- 5,500 – 5,999 players – 14 votes.
- 6,000 – 6,999 players – 15 votes.

- 454 r. 9,500 – 10,499 – 18 votes.
455 s. 10,500 – 11,499 – 19 votes.
456 t. 11,500 – 12,499 – 20 votes.
457 u. League – 1 vote per each additional 1,000 players above 12,500 players.
458 v. Club – 1 vote per each additional 1,000 players above 7,000 players.
459
460 3. To determine the number of votes authorized for a particular Club for district
461 voting purposes, the total number of authorized statewide votes for that club
462 are to be divided proportionately between the various OSA districts based upon
463 where members of that Club reside. Where these proportional divisions create
464 fractional shares of a vote, less than 0.5 of a vote is to be rounded down and
465 more than 0.5 of a vote is to be rounded up.
466
467 4. To determine the number of votes authorized a particular League for district
468 voting purposes, the total number of authorized statewide votes for that League
469 are to be divided proportionately between the various OSA districts based upon
470 where players in that league reside. Where these proportional divisions create
471 fractional shares of a vote, less than 0.5 of a vote is to be rounded down and
472 more than 0.5 of a vote is to be rounded up.
473
474 5. Each member of the Board of Directors, except the individual chairing a meeting
475 of the Members, is entitled to one vote each at meetings of the Members. The
476 individual who is chairing a meeting of the Members may vote only when the
477 vote is by ballot or, in all other cases, to affect the result of the vote.
478
479 6. Each Member, in good standing, shall register its primary and alternate
480 delegates to the Annual General Meeting with the state office no later than
481 thirty (30) days prior to the meeting. A Full Member may not designate as a
482 delegate a member of the Board of Directors.
483
484 7. A delegate may cast the votes of a Member at the Annual General Meeting. A
485 delegate of a Full Member must be an officer, director, or senior executive of the
486 member.
487
488 8. Any Full Member that fails to pay the Annual Membership Fee, the annual
489 player registration fee as provided under Article V, Section 1, or both in the
490 prior or current seasonal year, shall lose their right to vote at the Annual
491 General Meeting. To be eligible to vote, full payment must be received in the
492 OSA state office at least fifteen (15) days prior to the Annual General Meeting.
493
494 9. There shall be no votes accepted by proxy.
495
496 **D. Quorum.** A quorum for any membership meeting shall be twenty-five percent
497 (25%) of the number of votes of all Members as set forth under Article VIII, Section
498 C.3.

499 **Section 2. Special Meetings.**

- 500 **A.** A special meeting of OSA may be called at any time by the President, a majority of
501 the Board of Directors, or on the request of one-fourth (1/4) of Full Members
502 eligible to vote.
503
504 **B.** Notice of a special meeting shall be provided no less than thirty (30) days prior to
505 the meeting and shall state the place, day and hour of the meeting as well as the
506 purpose or purposes, limited to those issues that Full Members have voting rights
507 under these Regulations.
508
509 **C.** Each Member, in good standing, shall register its primary and alternate delegates to
510 any Special Meeting with the state office no later than fifteen (15) days prior to the
511 meeting. If a primary and/or alternate delegate is not registered for the Special
512 Meeting, the primary and/or alternate delegate from the last previous Annual
513 General Meeting or Special Meeting will be recognized as the true representative of
514 the Full Member.
515
516 **D.** The procedural clause in this Article VIII, Section 1.C., applies to Special Meetings.
517

518 **Section 3. Cancellation.** In the event of a national or local emergency, the Board of
519 Directors may cancel a meeting of OSA by mail or electronic communication.
520

521 **ARTICLE IX**
522 **BOARD OF DIRECTORS**
523

524 **Section 1. Composition and Number.** The number of the members of the Board of
525 Directors shall be 11 voting members and 1 non-voting member as follows:

- 526 **A.** Two (2) Officers, the president and the vice president;
527
528 **B.** Seven (7) District Directors;
529
530 **C.** Two (2) Independent Directors; and
531
532 **D.** One CEO, non-voting.
533

534 **Section 2. Duties of the Board of Directors.** Except for voting rights specifically granted
535 to the Members in these Regulations, all of the authority of OSA shall be exercised by or
536 under the direction of the Board of Directors. Without limiting the foregoing, the Board of
537 Directors shall have general supervision and charge of the property, affairs, and finances
538 of OSA, and shall be responsible to:

- 539 **A.** Adopt, rescind or amend the policies as necessary for effective and efficient
540 operation of OSA;
541
542 **B.** enforce the Regulations, rules, policies, and procedures of OSA;
543
544 **C.** approve a budget for each fiscal year to be distributed to the membership;

- D. establish membership requirements for each category of membership;
- E. adopt the report of the auditor when applicable;
- F. approve the place, date, and time of meetings as prescribed in these Regulations;
- G. establish the Annual Membership Fee and the annual player registration fee as provided under Article V, Section 1;
- H. approve, by a two-thirds (2/3's) majority vote of the Board of Directors, the geographic divisions, called Districts, within the state of Ohio as recommended by the CEO.
- I. approve the employment and compensation of the CEO; and
- J. exercise such other duties as prescribed for the Board of Directors in these Regulations, by the membership, in the OSA policies and procedures, or in the adopted parliamentary authority.

Section 3. Meetings.

- A. Regular Meetings. The Board of Directors should hold at least four (4) regular meetings, once per each calendar quarter. The President shall establish the time, place, and location of the meetings. Notice of a regular meeting must be given at least fifteen (15) days prior to the date of the meeting.
- B. Special Meetings. The Board of Directors may hold special meetings called by the President or by any three (3) members of the Board of Directors. Notice of a special meeting shall be provided to all members of the Board of Directors not less than five (5) days prior to the date of the meeting.

Section 4. E-Mail Votes by Board of Directors. Specific motions, when made and seconded, may be voted on via e-mail. For such a motion to be adopted, 100% of all current members of the Board of Directors must vote to accept the motion before the motion can be adopted. All standard voting procedures contained within this Code of Regulations shall apply. Other means of communications if authorized by Ohio Revised Code shall also be permitted.

Section 5. Voting. Each voting member of the Board of Directors shall have one vote, except that the individual presiding at a Board of Directors meeting may vote only when the vote is by ballot or, in any other case, to affect the result of the vote. On all matters, a simple majority is needed to pass a motion unless a higher threshold is specified in the Code of Regulations or OSA policies.

Section 6. Quorum. A quorum for any Board of Directors meeting shall be a majority of the voting members of the Board of Directors.

Section 7. Proxies. Proxies are not permitted at meetings of the Board of Directors.

Section 8. Conflicts of Interest. Directors shall disclose any possible conflict of interest at the earliest practical time. Each Director shall annually complete and sign a disclosure form to the Board. Furthermore, a Director who has disclosed a conflict of interest shall not participate in discussions of, and shall abstain from voting on, any pertinent matter under consideration by the Board. The minutes of these meetings shall reflect that a disclosure was made and that the Director having a conflict or possible conflict of interest abstained from voting. Any Director who is uncertain whether a conflict of interest may exist in any matter may request that the Board resolve the question in his or her absence by majority vote.

ARTICLE X COMMITTEES

Section 1. Standing Committees. OSA shall have the following standing committees:

- A. Governance Committee;
- B. Finance Committee; and
- C. Compensation Committee.

Section 2. Duties of Standing Committees. Except as otherwise provided in these Regulations, the president and CEO shall prescribe the responsibilities of any standing committee with the approval of the Board of Directors.

Section 3. Composition of Standing Committees.

- A. Each standing committee shall consist of a minimum of three (3) members.
- B. The President shall appoint the Chair and members of the Governance Committee, Finance Committee, and the Compensation Committee with the approval of the Board of Directors.
- C. Members of the Governance Committee, Finance Committee, and the Compensation Committee shall be appointed annually and may be reappointed.
- D. At least one member of the Governance Committee, Finance Committee, and the Compensation Committee shall be from the Board of Directors. The President may appoint a member of the Board of Directors to any other committee.

Section 4. Special Committees. Subject to approval of the Board of Directors, the president, CEO, or both may establish special committees, appoint the members and Chair of each of those committees, and prescribe the responsibilities of each.

Section 5. Restriction. No member of a committee may receive compensation (except reimbursement for expenses) for services performed as a committee member.

Section 6. Conflicts of Interest. All members of all committees shall resolve conflicts of interests as per Article IX, Section 8.

ARTICLE XI ELECTRONIC COMMUNICATION AND MEETINGS

Section 1. Meetings. The Board of Directors, all committees, and the membership may meet and may vote on matters by and through authorized communications equipment so long as all the members can contemporaneously hear each other, participate during the meeting, be included in all communications media, and a quorum is established.

Section 2. Communication. Unless members indicate otherwise to OSA, all communication required in these Regulations, including meeting notices, may be sent electronically to the last electronic or physical address provided by the Member.

ARTICLE XII GRIEVANCES, DISPUTES, AND APPEALS

Section 1. General Requirements.

- A.** OSA and its Members will provide equitable and prompt hearing and appeal procedures to guarantee the rights of individuals to participate and compete. Those procedures shall include that all grievances involving the right to participate and compete in activities sponsored by OSA, USYSA, and the Federation may be appealed to the respective organization.
- B.** Each Member shall have grievances, disputes, and appeals provisions in its bylaws, rules, or other documents that clearly state the procedures under which adjudication of appeals and other disciplinary matters shall occur.

Section 2. Appeals.

- A.** Except as otherwise provided by Federation Bylaw 705 or other Federation bylaw or policy, appeals of OSA matters shall be as provided by the Board of Directors.
- B.** The Board of Directors shall prescribe a policy to carry out this Bylaw.

674 **Section 3. Exhaustion of Remedies.**

- 675 **A.** No member of OSA, official, league, club, team, player, coach, administrator or
676 referee may invoke the aid of the courts of the United States or of a state without
677 first exhausting all available remedies within the appropriate soccer organizations,
678 and as provided within USYSA and the Federation.
679
- 680 **B.** For a violation of this Bylaw, the offending party shall be subject to suspension and
681 fines, and shall be liable to OSA for all expenses incurred by OSA and its officers and
682 members of the Board of Directors in defending each court action, including the
683 following:
684 1. court costs;
685
686 2. attorney's fees;
687
688 3. reasonable compensation for time spent by OSA officials and employees in
689 responding to and defending against allegations in the action, including
690 responses to discovery and court appearances;
691
692 4. travel expenses; and
693
694 5. expenses for holding special meetings necessitated by court action.
695

696 **ARTICLE XIII**
697 **CHIEF EXECUTIVE OFFICER**
698

699 **Section 1. Appointment.** The CEO shall be appointed by the President subject to the
700 approval of the Board of Directors.
701

702 **Section 2. Duties.** The conduct of business and the management of affairs of OSA shall be
703 under the direction of the CEO.

704 **A. Accountability.** The CEO shall report to the President.
705

706 **B. Duties.** The CEO shall:

- 707 1. be responsible for the complete management of the operations of OSA;
708
709 2. be responsible for the employment of such personnel as required to carry out
710 the operations of OSA provided that such employment falls within the
711 constraints established by the budget and personnel policies approved by the
712 Board of Directors;
713
714 3. establish committees and committee members as needed, in consultation with
715 the President and in accordance with the provisions of these Regulations;
716
717 4. serve as a member of all committees, except the compensation committee and
718

5. perform such other duties as may be stated in these Regulations and other OSA governing documents, the policies and procedures, the personnel policies approved by the Board of Directors, and as may be directed by the President or the Board of Directors.

ARTICLE XIV ADMINISTRATION

Section 1. Seasonal Year. The seasonal year shall be from September 1 through August 31.

Section 2. Accounts, Books, and Records. OSA shall maintain adequate and correct accounts, books, and records of its business and properties and retained at the office of OSA. All accounts, books, and records of OSA are open for inspection by members of the Board of Directors.

Section 3. Suspensions. Suspensions or other disciplinary actions imposed by USYSA or the Federation, in accordance with their respective Bylaws, shall be recognized by OSA and its member organizations upon notification by USYSA or the Federation. Suspensions and other disciplinary actions taken by members of USYSA, and the Federation, shall be recognized by OSA and its member organizations upon proper notification to OSA and its member organizations that the party subject to the action received hearing and procedural rights substantially similar to those set forth in the USYSA and the Federation Bylaws.

Section 4. Saving Clause. If any word, phrase, sentence, or other provision of these Regulations or its application to any person or circumstances is held invalid, this finding shall not affect the other words, phrases, clauses, sentences, or provisions or applications of these Regulations, and to this end, the provisions of these Regulations are declared to be severable. In the event that any provision of the articles of incorporation, regulations, policies, procedures, or rules shall be deemed in illegal or contrary to or amended by the Federation or USYSA such portions shall be changed administratively.

ARTICLE XV INDEMNIFICATION

Section 1. Each officer, director, agent, employee or volunteer of OSA shall be indemnified by OSA under the standards set by and to the fullest extent allowable under Section 1702.12(E), Ohio Revised Code, as the same and shall be amended from time to time; provided that, such person acted in a manner he/she reasonably believed to be in or not opposed to the best interest of OSA and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful..

Section 2. The foregoing right of indemnification shall be in addition to any other rights to which any person seeking indemnification may be or become entitled by law, vote of disinterested Directors of this Corporation or otherwise.

765 **ARTICLE XVI**
766 **PARLIAMENTARY AUTHORITY**
767

768 The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall
769 guide OSA in all cases to which they are applicable and in which they are not inconsistent
770 with these Regulations and any special rules of order that OSA may adopt.
771

772 **ARTICLE XVII**
773 **AMENDMENT OF ARTICLES OF INCORPORATION**
774 **AND CODE OF REGULATIONS**
775

776 **Section 1. Proposing Amendments.** Any proposed amendment to the Articles of
777 Incorporation or the Regulations of OSA may be made by: (1) a Full Member; (2) the Board
778 of Directors; (3) a member of the Board of Directors; (4) the CEO; or (5) a committee of
779 OSA.
780

781 **Section 2. Advance Notice.**

782 **A.** Any proposed amendment to the articles of incorporation or the Regulations of OSA
783 must be submitted in writing to the CEO at least sixty (60) days in advance of a
784 meeting at which the amendment is to be considered by no later than 4:00 p.m.
785 Eastern Standard Time.
786

787 **B.** Each proposed amendment received in compliance with this Article XVII, Section 2A,
788 shall be sent in writing by OSA to each member and the Board of Directors at least
789 thirty (30) days in advance of the meeting at which the amendment is to be
790 considered.
791

792 **Section 3. Voting Requirement.** Any amendment to the Articles of Incorporation or the
793 Regulations of OSA requires a two-thirds, (2/3's) vote of the voting interests present at any
794 meeting of the membership of OSA.
795

796 **Section 4. Priority.** In the event of a conflict between the Articles of Incorporation and the
797 Regulations of OSA and the Articles of Incorporation, bylaws, policies, and requirements of
798 the Federation, the articles, bylaws, policies, and requirements of the Federation govern.
799

800 **Section 5. Effective Date.** Unless otherwise provided, any amendment to the Code of
801 Regulations of OSA is effective on conclusion of the meeting in which the amendment is
802 adopted.
803

804 **ARTICLE XVIII**
805 **PREEMPTION OF CODE OF REGULATIONS**
806

807 Until July 1, 2021, the terms of the Merger Agreement entered into between the Ohio South
808 Youth Soccer Association and Ohio Youth Soccer Association - North, Inc., dated as of ____,
809 2020 (the "Merger Agreement"), will supersede these Regulations and shall apply to such

Members as applicable to the extent a conflict exists between these Regulations and the Merger Agreement.

ARTICLE XIX DISSOLUTION

Section 1. A two-thirds (2/3) vote of the of the Board of Directors followed by a two-thirds (2/3) vote of the full voting membership of OSA present at a membership meeting, either an Annual General Meeting or a Special Meeting, shall be required to dissolve the corporation.

Section 2. Upon the dissolution of OSA, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of OSA, distribute the remaining assets in furtherance of one or more exempt purposes within the meaning of Section 501(c)(3) of the Code or the corresponding section of any future federal tax code. Any such assets not disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of OSA is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for charitable purposes.

EXHIBIT C

INITIAL BOARD OF DIRECTORS

President	Ruffolo	John M.	7501 Paragon Road	Dayton	OH	45459
Vice-President	Emhoff	Paul R.	5065 Fox Haven Drive	Medina	OH	44256
District 1 Director	Holdgate	Paul	5915 Waterville Monclova Road	Waterville	OH	43566
District 2 Director	Pickett	Thomas	490 Rotunda Avenue	Bath	OH	44333
District 3 Director	MacMillan	Scott	1237 Four Winds Court	Niles	OH	44446
District 4 Director	Henderson	Cheryl	234 Amber Drive	Dayton	OH	45458
District 5 Director	Sturm	Jim	3204 Saybrook Court	Dublin	OH	43017
District 6 Director	Manahan	Craig	1251 Aintree Court	Maineville	OH	45039
District 7 Director	Hirschauer	Greg	2678 Newtown Road	Cincinnati	OH	45244
Independent Director	Razack	Mo	4933 Nordley Village Drive	Westerville	OH	43081
Independent Director	Gedrich	Ronald C.	2461 S. Harbor Bay Drive	Marblehead	OH	43440

EXHIBIT D
INITIAL DISTRICT MAP

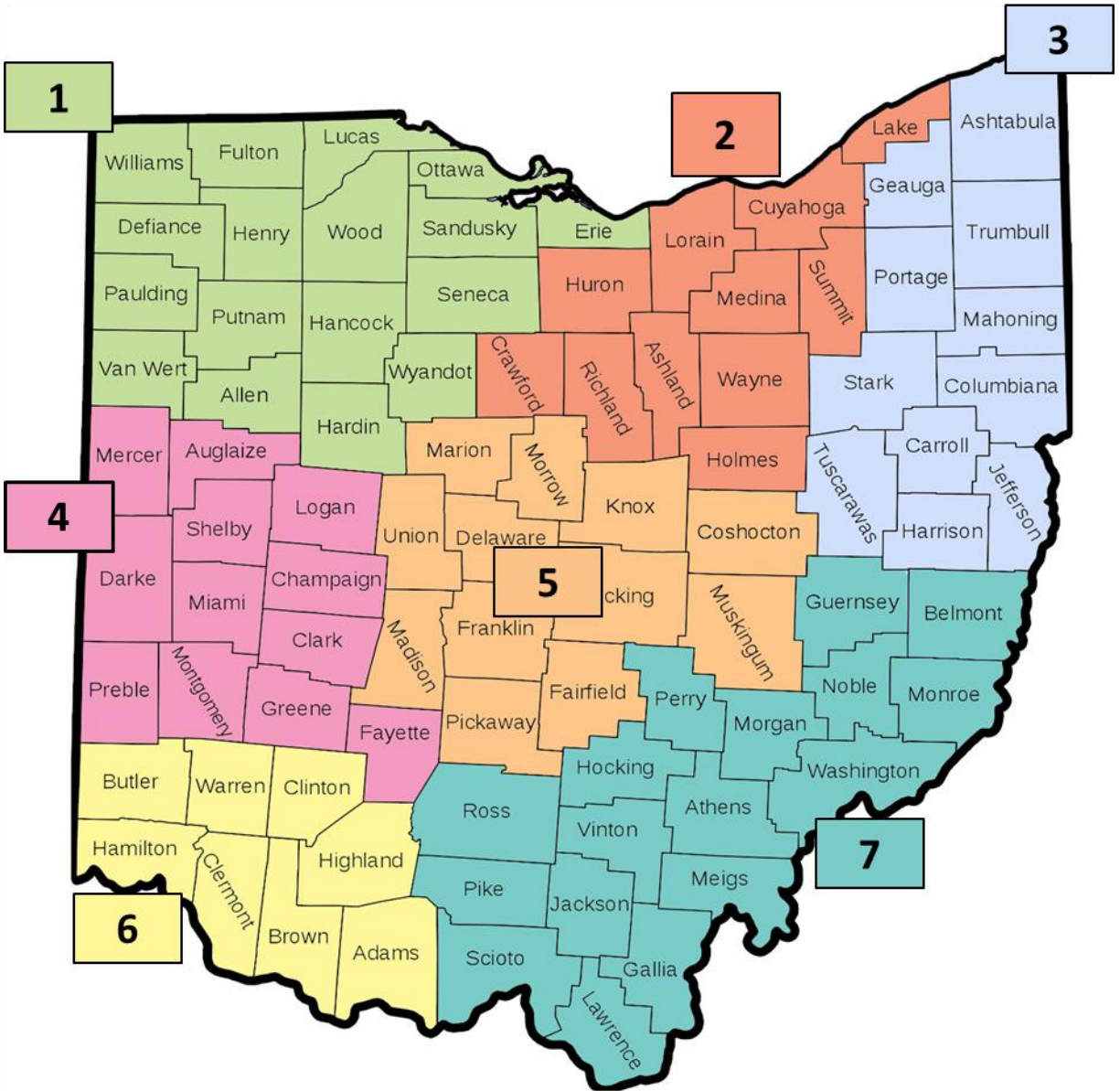


EXHIBIT E-1

CERTIFICATE OF OHIO NORTH

CERTIFICATE

THIS CERTIFICATE ("Certificate") is made this 6th day of October, 2020, by Ohio Youth Soccer Association- North, Inc., an Ohio nonprofit corporation (the "Corporation") to and for the benefit of Ohio South Youth Soccer Association, Inc ("Merged Entity").

RECITALS

WHEREAS, the Corporation and the Merged Entity entered into that certain Agreement and Plan of Merger, dated October 1, 2020 ("Merger Agreement"), whereby the Corporation merged with the Merged Entity (the "Merger"). All capitalized terms not defined herein shall have the meanings given to them in the Merger Agreement.

WHEREAS, pursuant to the Merger Agreement, Merged Entity has requested that the Corporation make certain representation in contemplation of the Merger (the "Representations").

NOW, THEREFORE, the undersigned, on behalf of the Corporation, in order to induce the Merged Entity to consummate the Merger, does hereby covenant, warrant, and represent to Merged Entity as follows:

(1) Existence and Qualification. The Corporation is a nonprofit corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Ohio. The Corporation is a tax exempt organization. The Corporation has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted.

(2) Change of Name or Ownership. The Corporation has not, within the six (6) year period immediately preceding the date of the Merger Agreement (or for such shorter time as it has been in operation), changed its name, been the surviving entity of a merger or consolidation or acquired all or substantially all of the assets of any person, business or entity.

(3) Authority. The Corporation has taken all necessary actions to authorize and approve the Merger Agreement and the transactions contemplated by it, and have waived any provision of any agreement which would impact the Merger, the Merger Agreement, and each of the other instruments to be executed by the Corporation pursuant to the Merger Agreement.

(4) Documents. Neither the execution and delivery of the Merger Agreement, nor the consummation of the transactions contemplated by it: (a) violate any provision of any judicial or administrative order, award, judgment, or decree applicable to the Corporation; (b) conflict with or violate any of the provisions of the Articles of Incorporation or Bylaws of the Corporation; or (c) conflict with or result in any violation of or constitute a default under any term of any agreement or instrument to which the Corporation is a party or by which it is bound.

(4) Litigation. There is no litigation at law, in equity or in proceedings before any

commission, agency or other governmental authority pending or threatened against or which may adversely affect the Corporation, involving the possibility of any judgment, order, award or other decision which might materially impair the ability of the Corporation to perform their respective obligations under the Merger Agreement, that might adversely affect the rights, title or interest of the Corporation in and to the assets.

(5) Financial Statements. The financial statements delivered to the Merged Entity are based on the books and records of the Corporation and fairly present the financial condition of the Corporation as of the respective dates they were prepared and the results of the operations of the Corporation for the periods indicated.

(6) Tax Matter. All returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund) ("**Tax Returns**") required to be filed by the Corporation on or before the effective date of the Merger have been timely filed. Such Tax Returns are true, correct, and complete in all respects.

(7) Contracts. Each contract of the Corporation is valid and binding on the Corporation in accordance with its terms and is in full force and effect. None of the Corporation or, to the Corporation's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any contract of the Corporation.

(8) Insurance. The Corporation currently maintains commercially reasonable policies of insurance relating to the assets, business, operations, employees, officers, and directors of the Corporation (collectively, the "Insurance Policies"). Such Insurance Policies: (a) are in full force and effect; (b) are valid and binding in accordance with their terms; (c) are provided by carriers who are financially solvent; and (d) have not been subject to any lapse in coverage. the Corporation has not received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have been paid.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day of year first above written.

OHIO YOUTH SOCCER ASSOCIATION- NORTH, INC.
an Ohio non-profit corporation

By: Paul R. Emhoff
Paul R. Emhoff, President

Date: 10/07/2020

EXHIBIT E-2

CERTIFICATE OF OHIO SOUTH

CERTIFICATE

THIS CERTIFICATE ("Certificate") is made this 6th day of October, 2020, by Ohio South Youth Soccer Association, Inc., an Ohio nonprofit corporation (the "Corporation") to and for the benefit of Ohio Youth Soccer Association- North, Inc. ("Merged Entity").

RECITALS

WHEREAS, the Corporation and the Merged Entity entered into that certain Agreement and Plan of Merger, dated October 1, 2020 ("Merger Agreement"), whereby the Corporation merged with the Merged Entity (the "Merger"). All capitalized terms not defined herein shall have the meanings given to them in the Merger Agreement.

WHEREAS, pursuant to the Merger Agreement, Merged Entity has requested that the Corporation make certain representation in contemplation of the Merger (the "Representations").

NOW, THEREFORE, the undersigned, on behalf of the Corporation, in order to induce the Merged Entity to consummate the Merger, does hereby covenant, warrant, and represent to Merged Entity as follows:

(1) Existence and Qualification. The Corporation is a nonprofit corporation, duly formed and organized, validly existing and in good standing under the laws of the State of Ohio. The Corporation is a tax exempt organization. The Corporation has the requisite corporate power and authority to own, lease and operate its assets and properties and to carry on its business as it is now being conducted.

(2) Change of Name or Ownership. The Corporation has not, within the six (6) year period immediately preceding the date of the Merger Agreement (or for such shorter time as it has been in operation), changed its name, been the surviving entity of a merger or consolidation or acquired all or substantially all of the assets of any person, business or entity.

(3) Authority. The Corporation has taken all necessary actions to authorize and approve the Merger Agreement and the transactions contemplated by it, and have waived any provision of any agreement which would impact the Merger, the Merger Agreement, and each of the other instruments to be executed by the Corporation pursuant to the Merger Agreement.

(4) Documents. Neither the execution and delivery of the Merger Agreement, nor the consummation of the transactions contemplated by it: (a) violate any provision of any judicial or administrative order, award, judgment, or decree applicable to the Corporation; (b) conflict with or violate any of the provisions of the Articles of Incorporation, Constitution or Bylaws of the Corporation; or (c) conflict with or result in any violation of our constitute a default under any term of any agreement or instrument to which the Corporation is a party or by which it is bound.

(4) Litigation. There is no litigation at law, in equity or in proceedings before any

commission, agency or other governmental authority pending or threatened against or which may adversely affect the Corporation, involving the possibility of any judgment, order, award or other decision which might materially impair the ability of the Corporation to perform their respective obligations under the Merger Agreement, that might adversely affect the rights, title or interest of the Corporation in and to the assets.

(5) Financial Statements. The financial statements delivered to the Merged Entity are based on the books and records of the Corporation and fairly present the financial condition of the Corporation as of the respective dates they were prepared and the results of the operations of the Corporation for the periods indicated.

(6) Tax Matter. All returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund) ("**Tax Returns**") required to be filed by the Corporation on or before the effective date of the Merger have been timely filed. Such Tax Returns are true, correct, and complete in all respects.

(7) Contracts. Each contract of the Corporation is valid and binding on the Corporation in accordance with its terms and is in full force and effect. None of the Corporation or, to the Corporation's knowledge, any other party thereto is in breach of or default under (or is alleged to be in breach of or default under), or has provided or received any notice of any intention to terminate, any contract of the Corporation.

(8) Insurance. The Corporation currently maintains commercially reasonable policies of insurance relating to the assets, business, operations, employees, officers, and directors of the Corporation (collectively, the "Insurance Policies"). Such Insurance Policies: (a) are in full force and effect; (b) are valid and binding in accordance with their terms; (c) are provided by carriers who are financially solvent; and (d) have not been subject to any lapse in coverage. the Corporation has not received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any of such Insurance Policies. All premiums due on such Insurance Policies have been paid.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day of year first above written.

OHIO SOUTH YOUTH SOCCER ASSOCIATION, INC.
an Ohio non-profit corporation

By: John M. Ruffolo
John M. Ruffolo, President

Date: 10-6-2020