

OPERATING AGREEMENT

of

Ubuntu Village North, LLC

a Missouri Limited Liability Company

This operating agreement is dated to be effective **May 4, 2012** (the “Effective Date”) and is by and among **Vicky Smith, Bill Drummond** and **Gaia Community: A Unitarian Universalist Congregation, a Missouri non-profit corporation**, as members of **Ubuntu Village North, LLC**, a Missouri limited liability company (the “Company”).

The members desire to organize the Company to acquire, own, improve, manage, operate and dispose of that certain real property located at **4327 Troost Avenue, Kansas City, MO 64110** (the “Property”). This agreement sets forth the members’ guidelines in the organization and operation of the Company and the scope and conduct of the Company’s business.

The parties therefore agree as follows:

Article 1 **ORGANIZATION**

1.1 Formation of the Company. The members hereby declare themselves to be the members of the Company, each with all of the rights of a member in a limited liability company formed under the provisions of the Missouri Limited Liability Company Act (the “Act”), as may be modified by this agreement. Articles of Organization which conform to the requirements of the Act have been filed with the Missouri Secretary of State in order to constitute the Company as a valid Missouri limited liability company under the Act, effective as of the Effective Date.

(a) The members hereby ratify, approve, and confirm all documents executed, acknowledged, and/or delivered and all acts, agreements, purchases, and other actions by the members, the Company’s manager and/or attorney prior to the Effective Date.

1.2 Name. The Company shall conduct its affairs solely under the name of “Ubuntu Village North, LLC,” and such name shall be used at all times in connection therewith.

1.3 Term. The term of the Company shall commence with the filing of the Articles of Organization and continue perpetually or until the winding up and liquidation of the Company following a liquidation event, as provided in this agreement.

1.4 Character of Business; Powers. The business of the Company is to acquire, own, improve, manage, operate and dispose of the Property.

1.5 Principal Place of Business. The principal place of business of the Company shall be located at 4327 Troost Ave., Kansas City, MO 64110.

1.6 Domestic Registered Agent and Registered Office. The name of the Company’s registered agent for service of process in Missouri and its registered office in Missouri shall be **Vicky Smith, 4327 Troost Ave., Kansas City, MO 64110**. The Voting Members may change such registered resident agent and/or registered office, at any time, by making all appropriate filings.

Article 2
EQUITY OWNERSHIP

2.1 Voting and Non-Voting Members. The Company shall have Voting Members and is hereby authorized to issue Non-Voting membership interests. Voting Members shall receive one vote per unit of membership interest.

2.2 Name, Address and Unit Ownership of the Voting Members. The Voting Members of the Company are:

<u>Name</u>	<u>Address</u>	<u>Units</u>
Vicky Smith	_____ _____	50
Bill Drummond	_____ _____	15
Gaia Community	_____ _____	25

2.3 Initial Capital Contribution; Capital Accounts. The Company shall establish and maintain a capital account for each member. The members have contributed or shall immediately contribute to the capital of the Company, and each member's capital account is:

<u>Member</u>	<u>Account Balance</u>	<u>Form</u>
Vicky Smith	\$50,000.00	Quitclaim of real property at 4327 Troost Ave., Kansas City, MO 64110
Bill Drummond	\$15,000.00	Cash
Gaia Community	\$25,000.00	Cash

2.4 Additional Capital Contributions. The members shall not be required to make any additional capital contributions or loans to the Company or be liable for the payment of any debts of the Company. If the Voting Members determine that additional capital is required for any reason, each member shall contribute an amount proportionate to the member's interest in the Company. Any of such capital contributions shall be made pursuant to applicable laws and regulations.

2.5 Disproportionate Capital Contributions. In the event that a member or members contribute more than the relevant member's pro rata percentage of membership interest under Section 2.4, each such contributing member's contribution shall be treated as a loan to the Company, bearing interest monthly at the Federal funds rate applicable on the date of the contribution. Any such loan shall be repaid prior to the Company making any member distributions, unless such priority is waived by the contributing member. Alternatively, the contributing member may submit a request to the Voting Members that the member's disproportionate contribution be treated as an additional equity contribution, thereby entitling the contributing member to additional membership interest in the Company. If those Voting Members representing two-thirds of the outstanding and non-interested Voting membership interests approve of such request, the contributing member shall receive an additional Voting membership interest in the Company equal to one-thousand dollars (\$1,000.00) per membership unit.

2.5 Adjustments. Each member's capital account shall be adjusted whenever necessary, to reflect (1) the member's distributive share of membership profits and losses, including capital gains and losses, (2) the member's additional contributions to the Company, and (3) distributions made by the Company to the member. A member's loans to the Company are not to be added to the member's capital account.

2.6 No Interest Paid. No member shall receive any interest on the member's capital contribution to the Company, unless expressly stated in this agreement.

2.7 Profits and Losses. All of the Company's income, gains, losses, deductions and credits (and items thereof), for each fiscal year of the Company, shall be reported by the members for income tax purposes consistent with this agreement.

Article 3 **MEETINGS**

3.1 Meetings. An annual meeting of the Voting Members may be held for the purpose of transacting such business as may come before the meeting, and special meetings of the Voting Members may be held for the purpose of transacting such business as may come before such meetings. A meeting of the Voting Members may be called by any Voting Member holding more than five percent (5%) of the outstanding Voting Member membership units, provided that such member gives the other Voting Members two weeks' written notice via postal mail or email. In the event that a Voting Member is unable to attend a duly-organized meeting, that member shall notify the other Voting Members and may designate a proxy for that member's votes. No action may be taken at any meeting without a quorum of outstanding Voting Membership Interests in attendance at the meeting. Quorum shall be defined as two-thirds (2/3) of the outstanding Voting Membership Interests.

3.2 Voting by Certain Members. Voting Membership interests standing in the name of a corporation, limited liability company, partnership or other company may be voted by such officer, partner, agent or proxy as the operating agreement(s) of such entity may prescribe or, in the absence of such provision, as the board of directors, members or partners of such entity may determine. Voting Membership interests held by a trustee, personal representative, administrator, executor, guardian or conservator may be voted by him or her, either in person or by proxy, without a transfer of such membership interests into his or her name.

3.4 Manner of Acting.

- (a) Formal Action by Members. Only Voting Members shall have a voting right for any Company matter requiring a vote. Voting on any issue shall be in accordance with the number of units of membership interest held by a particular Voting Member. Each unit of Voting Membership Interest shall be equal to one vote.
- (b) Informal Action of Members. Unless otherwise provided by law, any action required to be taken at a meeting of the Voting Members, or any other action which may be taken at a meeting of the Voting Members, may be taken without a meeting if a consent writing, setting forth the action so taken, shall be signed by all the Voting Members entitled to vote with respect to the subject matter thereof.

Article 4

MANAGEMENT AND OPERATIONS

4.1 Management and Management Circles. Subject to this section, the overall management and control of the Company shall be vested in the Voting Members, who shall have the right, authority and responsibility to direct all the business and affairs of the Company and to enter into transactions on behalf of the Company. The Voting Members may delegate to third parties ministerial authority to conduct or participate in the day-to-day operations of the Company, and may implement operating circles, committees that are charged with certain responsibilities.

- (a) Subject to this section, the Voting Members are hereby specifically authorized for, and in the name of and on behalf of the Company, with the approval of a simple majority of the outstanding Voting Membership Units:
- (1) To manage and supervise the operation of company property, including supervision of the acquisition, storage, and processing of inventory, oversight of staffing, and employment matters and establishing policies for the conduct of the Company's business;
 - (2) To execute and deliver all instruments necessary or convenient in connection with the management, maintenance, and operation of the Company;
 - (3) To execute and deliver, in furtherance of any or all of the purposes of the Company, any deed, lease, mortgage, promissory note, bill of sale, contract, or other instrument effecting the conveyance, exchange, or encumbrance of all or any part of the Company's assets, or any interest therein, either to or from the Company, for the purpose of carrying on the Company's business;
 - (4) To borrow money and issue evidences of indebtedness, and assume existing indebtedness necessary, convenient, or incidental to the accomplishment of the Company's business;
 - (5) To prepay in whole or in part, refinance, recast, increase, modify, or extend any mortgage or other indebtedness relating to the Company or the Company's assets;
 - (6) To engage in business with any person who provides any services to, lends money to, sells property to, or purchases property from, the Company;
 - (7) To retain or employ and coordinate the services of employees, supervisors, accountancies, attorneys, and other persons necessary or appropriate to carry out the Company's business; and
 - (8) To engage in any kind of activity and to perform and carry out such contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of, the Company's business.
- (b) In addition to the limitations set forth elsewhere herein, in no event shall any member undertake or cause the Company to undertake any of the following without consent of at least two-thirds (2/3) of the outstanding Voting Membership Units:
- (1) Do any act in contravention of this agreement;

- (2) Modify the Company's Operating Agreement in any way;
- (3) Possess Company property, or assign the Company's rights in specific Company property in trust for creditors, or on the assignee's promise to pay the debts of the Company, or for other than a purpose of the Company;
- (4) Admit additional or substitute members to the Company except as otherwise provided herein;
- (5) Permit an existing member to expand their equity interest in the Company;
- (6) Change or reorganize the Company into any other legal form;
- (7) Cause the Company to engage in any business other than that stated in the Articles of Organization or extend the scope of the Company's business, by implication or otherwise;
- (8) Cause the acquisition by the Company of any other real estate or any interest therein, property or assets not related to the Company's business purpose;
- (9) Cause the sale or transfer of all or substantially all of the Company's assets;
- (10) Make any distribution of Company property other than cash;
- (11) Enter into any transaction with a member or members, or an entity in which a member or members has any ownership interest; or
- (12) Make any capital expenditure in excess of \$1,000.00, or authorize a capital investment transaction that will, in total, impose a liability in excess of \$1,000.00 on the Company.

4.2 Reliance by authorized person upon information – discharge of duties.

- (a) In discharging their duties under this agreement, the Voting Members are entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by:
 - (1) One or more employees of the Company whom the Voting Members reasonably believe to be reliable and competent in the matters presented;
 - (2) Legal counsel, accountants, or other persons as to matters the Voting Members reasonably believe are within such person's professional or expert competence; or
 - (3) A circle of which no Voting Member is a constituent, if the Voting Members determine that the circle merits confidence.

4.3 Liability for Certain Acts. The Voting Members shall perform management duties in a manner they reasonably believe to be in the best interest of the Company.

4.4 Members May Have Other Business Interests. A member shall not be required to manage the Company as his, her or its sole and exclusive function and may have other business interests and may engage in other activities in addition to those relating to the Company as long as those business interests and activities do not compete or conflict with the business and activities of the Company.

4.5 Indemnification. A member shall be indemnified by the Company against any losses, judgments, liabilities and expenses (including reasonable attorney fees) incurred by the member by reason of any act or omission performed or omitted by the member in good faith on behalf of the Company. The Company may likewise indemnify employees or other agents who are not managers acting in similar circumstances, provided that the indemnification in any given situation is approved by the Voting Members.

4.6 Compensation of Members. Any Voting Member(s) may receive reasonable compensation for their services in managing the Company's business. The salaries and other compensation of Voting Members shall be fixed from time to time by the non-interested Voting Members.

4.7 Tax Matters Member. The Tax Matters Member shall be solely responsible for representing the Company in all dealings with the Internal Revenue Service and any state, local, and foreign tax authorities, and shall keep the other members reasonably informed of any Company dealings with any tax agency.

(1) The Tax Matters Member shall be **Vicky Smith**.

4.8 Vacancies. A vacancy in any office may be filled for the unexpired portion of the term by vote of the Voting Members.

Article 5 **ACCOUNTING**

5.1 Accounting Methods; Company Records.

- (a) The Company's books, financial statements, and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Company shall use the cash method of accounting, as determined by the manager and permitted by applicable tax law. All federal, state, and local statements and records of the Company shall be prepared by a party selected by manager.
- (b) The Company shall comply with all recordkeeping requirements imposed by the Act. The Company shall maintain its books, records, and financial statements separate from those of any other Person.

5.2 Fiscal Year. The tax year of the Company shall be the calendar year.

5.3 Bank Accounts; Title to Business Property. The funds of the Company shall be deposited in such bank accounts, or invested in such interest-bearing or noninterest-bearing investments in the Company's name, as shall be determined by the Voting Members. In no event shall any property or assets held by any member, in the member's individual capacity, or any affiliate of a member (other than the Company) be deemed to be Company property nor shall the Company have any interest therein, except as expressly stated in appropriate collateral written agreements.

5.4 Tax Status. The Company shall elect to be taxed as a partnership, as said term is defined and applied in the United States Tax Code.

Article 6 **TRANSFERS OF INTEREST**

Each member's interest in the Company is personal property of that member. The members acknowledge that the Company is a closely held company and, as such, does not have a ready market for sale of any member's interest. The members also acknowledge that, as a closely held company, the present combination of members is important to the success of the Company. New members, not approved by all present members, would not be in the best interest of the Company. Therefore, the members deem it in their and the Company's best interest to provide some restriction on the transfer, purchase, and ownership of the membership interests in the Company. The members adopt the following restrictions on transfer:

6.1 Transfers to be authorized. No member may, without the prior consent of the Voting Members according to this agreement, effect a transfer of all or any part of his, her or its ownership interest unless such transfer is authorized in writing by at least two-thirds (2/3) of the outstanding Voting Membership Units.

6.2 Transfers without authority. Transfers in violation of the provisions hereof shall entitle the transferee only to the economic benefits to which the transferor-member was entitled. Such transfers shall not entitle the transferee to any right to participate in the management of the Company. Any member who transfers all or a portion of his, her or its interest in violation of this agreement shall have no further right, authority, and/or responsibility to participate in the management of the business and affairs of the Company.

6.3 Optional Redemption. Upon the occurrence of any of the following events (each a "Triggering Event"), the Company shall have an option to purchase from the member all of the member's membership interest in the Company:

- (a) the adjudication of bankruptcy of the member or the initiation, voluntarily or involuntarily, of any action, process or proceeding under any insolvency law or other statute or law providing for the adjustment of rights of creditors, which is not dismissed within 60 days after its commencement, or the entry of judgment against the member and the levy of an execution thereon;
- (b) the entry of a judgment or decree in any dissolution of marriage, divorce or separation proceedings calling for the transfer by a member of all or part of the member's membership interest in the Company;
- (c) the death, dissolution or disability of a member. "Disability" shall be defined as a member's physical or mental inability to perform his or her regular duties within and for the Company for any continuous six-month period during any consecutive 12-month period.

Within ten days after the occurrence of any Triggering Event, the transferor member or his or her estate shall give written notice thereof to the Voting Members. If the Voting Members have not received a transfer notice within ten days after a Triggering Event, then they may at any time thereafter make a written inquiry of the transferor member or his or her estate, to which the transferor member or his or her estate shall respond in writing with all information concerning the Triggering Event as may be reasonably requested; and the transfer notice shall be deemed to have been given on the date that the Voting Members receive the written response from the transferor member or his or her estate.

Any option under this section shall be exercisable for a period of 90 days following the later of (1) the date of receipt of the transfer notice or (2) the determination, if not already set, of a purchase price under this agreement. The option shall be exercised by written notice given to the transferor member, delivered prior to the expiration of the option. The transferor member, or his or her estate, as the case may be, shall not vote upon the exercise of the option.

In the event that the Company does not exercise its purchase option for the membership interest of a deceased, dissolved or disabled member, that member's interest shall pass normally to the member's heirs or assigns; PROVIDED, HOWEVER, that such successor member shall have no voting rights unless the surviving non-interested Voting Members approve by a two-thirds (2/3) majority of outstanding Voting membership interest that such successor member shall have such rights.

In the event that a member becomes disabled (as defined in Section 6.3(c) of this agreement), has not selected a proxy, whose interest has not been purchased by the Company according to this section, and whose interest is a Voting interest, that member's votes shall not count against the total required to constitute a quorum among Voting Members.

6.4 Valuation of Membership Interests. The purchase price paid for each member's interest in the Company pursuant to Section 6.3 of this agreement shall be the value of the Company as computed in the following manner (if not otherwise determined) multiplied by the member's relevant percentage of membership interest:

- (a) Stipulation of Value. The Voting Members, at their annual meeting, or a special meeting called for said purpose shall determine the total value of the membership interest in the Company for the then current fiscal year and shall enter the same in the annual minutes or special minutes. The value of the Company's membership interests shall be controlling but there shall be added to or subtracted from this value a pro-rata percentage of any profits or losses which the Company may have derived or incurred from the sale of any of the assets of the Company, distribution of assets to the members or for any other reason from the date of the last determination to the date of the member's death or date of sale of member's interest in the Company.
- (b) Alternative Appraisal Method. In the event that the parties fail to agree upon the fair market value of the Company within 18 months of setting the prior agreed fair market value according to Section 6.4(a), then the same shall be determined by the following alternative appraisal method: The price of each member's interest in the Company shall be the fair market value of the Company as determined by an appraisal by an appraiser selected and compensated by the Company. If all the members do not agree on the appraisal presented by said appraiser, a second appraiser shall be selected and compensated by the dissenting member(s). The appraisers selected shall use their best efforts to mutually determine the fair market value of the Company within 30 days after the second such appraiser is selected. The determination of the appraisers so selected shall be in writing and shall constitute the amount of the fair market value of the Company. If the parties are unable to agree on such fair market value within said 30-day period, the two appraisers shall jointly select a third appraiser, and the written determination of a majority of the three appraisers shall be binding upon the parties hereto and shall constitute the fair market value of the Company. The fee of the additional appraiser selected pursuant to the preceding sentence shall be shared equally by all the members and any successor-in-interest, as the case may be.

- (c) Fairness of Valuation Methods. All parties executing this agreement agree that the valuation methods outlined in this Section are fair and reasonable methods of determining the value of the Company.

6.5 Form of Consideration, Closing. Payment of the purchase price under this Article shall be in cash or promissory note, as the case may be. Closing shall occur within 30 days after the determination of the purchase price.

6.6 Sale of Interest to another Member. At any duly-organized meeting, a member may elect to sell all or part of his, her or its interest to another member. In such event, the purchasing member shall have no voting rights associated with the purchased membership interest, notwithstanding the fact that the purchased interests were Voting interests prior to such sale. The non-interested Voting Members may elect by two-thirds (2/3) of outstanding Voting Membership Units (less the units being sold) to make the transferred units Voting Membership Units. In such event, the units being sold will be Voting Membership Units for all purposes.

Article 7 BOOKS AND RECORDS

7.1 Financial Records. All financial records shall be maintained and reported based on generally acceptable accounting principles. Within a reasonable period after the close of each fiscal year, the Tax Matters Member, at the Company's expense, shall give a written report to the members indicating each member's share of Company income, which requirement may be satisfied by giving each member a copy of any tax form which includes such information.

Article 8 ALLOCATION/DISTRIBUTION OF PROFITS AND LOSSES

8.1 Profits and Losses. The Company's net profits and losses shall be computed in accordance with generally accepted accounting principles, consistently applied. The Company's net profits and losses, and every item of income, deduction, gain, loss, and credit therein, shall be allocated proportionately among the members according to their Capital Accounts. No member has priority over any other member as to Company profits, unless such right is incorporated into a written agreement approved and signed by the Company.

8.2 Assignment or Death. In the event of any assignment of a membership interest or of a member's death, retirement, disability or expulsion, profits and losses shall be allocated based on the number of days in the particular year during which each member owned his/her/its membership interest, or on any other reasonable basis consistent with applicable provisions of the Internal Revenue Code and regulations thereunder. The terms of a member buy-sell agreement, if any, shall control if in conflict with the provisions of this Section.

8.3 Cash Flow. At the discretion of the Voting Members, the Company may distribute some net cash flow to the members allowing for cash to be retained for anticipated expenses. All distributions of Company net cash flow shall be distributed to the members in proportion to their capital account percentages. Unless otherwise provided, retained profits shall be deemed an increase in capital contribution to the Company.

Article 9 PROPERTY OWNERSHIP

9.1 Property of company – title. Title to property of the Company that is held in the name of the Company may be transferred by an instrument of transfer executed by an authorized person in

the name of the Company. Title to property of the Company that is held in the name of a member with an indication in the instrument transferring title to the property to them of their capacity as member or of the existence of the Company, even if the name of the Company is not indicated, may be transferred by an instrument of transfer executed by the persons in whose name title is held.

9.2 Transfer of property – instrument of transfer – claims, effect. Title to property of the Company that is held in the name of the Company may be transferred by an instrument of transfer executed by an authorized person in the name of the Company. Title to property of the Company that is held in the name of a member with an indication in the instrument transferring title to the property to them of their capacity as member or of the existence of the Company, even if the name of the Company is not indicated, may be transferred by an instrument of transfer executed by the persons in whose name title is held.

Article 10 DISSOLUTION AND LIQUIDATION

10.1 Dissolution. The Company shall be dissolved upon the occurrence of any of the following (each a “Dissolution Event”):

- (a) The written consent of three-fourths (3/4) of the outstanding Voting Membership Units;
- (b) An event of withdrawal with respect to the sole remaining member;
- (c) An entry of a decree of dissolution under the Act; or
- (d) The Company is not the surviving entity in a merger or consolidation.

10.2 Effect of Dissolution. No dissolution of the Company shall release any of the parties to this agreement from their contractual obligations under this agreement.

10.3 Liquidation. As soon as possible following the occurrence of any of the events specified in Section 10.1 causing the dissolution of the Company, the Company shall file a Notice of Winding Up with the Missouri Secretary of State which discloses the dissolution of the Company and the commencement of winding up of its business and affairs. At that time, the Voting Members shall select a Liquidating Manager (who may be any member) who shall serve only for purposes of winding up the Company.

10.4 Duties of Liquidating Manager. Upon the Company’s Notice of Winding Up, the Liquidating Manager shall do all acts required to liquidate the Company’s business and affairs; shall proceed to collect Company assets; shall pay, satisfy, or discharge Company liabilities and obligations or make adequate provisions for the payment or discharge thereof; shall convey and dispose of such of Company properties which are not to be distributed in kind to the members or their successors; and shall apply and distribute Company assets in the following order:

- (a) If there are sufficient assets therefor, to creditors, including members who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company other than liabilities for distributions to members under section 347.101 or 347.103 of the Act, as amended. If there are insufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims and obligations of equal priority, ratably to the extent of assets available therefor;

- (b) Except as provided in the operating agreement, to members and former members in satisfaction of liabilities for distributions under section 347.101 or 347.103 of the Act, as amended; and
- (c) Except as provided in the operating agreement, to the members in the manner provided in section 347.101 of the Act, as amended.

10.5 Articles of Termination. Upon the dissolution of the Company and the completion of the liquidation and winding up of the Company's affairs and business, the Liquidating Manager shall (or if the Liquidating Manager fails to act, then any member may) prepare and file Articles of Termination with the Secretary of State, as required by the Act. When such certificate is filed, the Company's existence shall cease.

Article 11 MISCELLANEOUS

11.1 Notice. Any notice required or permitted to be given pursuant to the provisions of the Act, the Articles of Organization of the Company or this agreement shall be effective as of the date personally delivered, or if sent by mail, on the date deposited with United States Postal Service, prepaid and addressed to the intended receiver at his, her or its last known address as shown in the record of the Company.

11.2 Waiver of Notice. Whenever any notice is required to be given pursuant to the provisions of the Act, the Articles of Organization of the Company or this agreement, a waiver thereof, in writing, signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

11.3 Indemnification by Company. The Company may indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than action by or in the right of the Company) by reason of the fact that he or she is or was a member of the Company, Officer, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if the Voting Members determine that he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action or proceeding, has no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he or she reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

11.4 Indemnification Funding. The Company shall fund the indemnification obligations provided by this Article in such manner and to such extent as the members may from time to time deem proper.

11.5 Articles and Other Headings. The articles and other headings contained in this agreement are for reference purpose only and shall not affect meaning or interpretation.

11.6 Reimbursement of Members. Members shall receive reimbursement for expenses reasonably incurred in the performance of their duties and approved by the Voting Members.

11.7 Choice of Law. This agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri.

11.8 Representation of Company. Each member acknowledges that the law firm of Devouton, LLC has represented the Company, at the direction of all the members, through entity selection, design and organization, and does not represent any member individually. Each member has the right to have his, her or its own attorney review this document regarding the document's impact on that member's interests.

11.9 Separate Signatures. Signatures of this operating agreement may be on the same document or separate documents, in person or by digital file or facsimile. When all the members have signed this operating agreement pursuant to this section, the operating agreement shall be binding and effective as to all terms contained herein.

Article 12
AMENDMENTS

12.1 Unanimous Consent. This agreement may be altered, amended, restated, or repealed and a new operating agreement may be adopted by vote of all the Company's outstanding Voting Membership Units, after notice and opportunity for discussion of the proposed alteration, amendment, restatement, or repeal.

The members are signing this agreement to be effective on the Effective Date.

Vicky Smith, Member

Date

Bill Drummond, Member

Date

Gaia Community: A Unitarian Universalist Congregation, Member

By: _____
Kit Peters, Authorized Representative

Date

Constituting all the Members.