

A Members' Agreement relating generally to the conduct of the affairs of
Prairie Development Association

(the "Association")

BE IT ENACTED as a Members' Agreement of the Association and Agreement between the Members as follows:

1. Definitions

In this Members' Agreement and all other Members' Agreements of the Association, unless the context otherwise requires:

"advisory board" means either or both of the Operational Committees, namely the Sojourners Committee, and the Prairie Freedom Fund Committee which may be referred to as an Advisory Board, and **"advisor"** means a member of an advisory board. These Committees or Advisory Boards make operating regulations or policies that do not impact or change this Agreement. All recommendations must be approved by the Board.

"articles" means the original or restated articles of in Association or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the Association;

"Board" means the board of directors of the Association and **"director"** means a member of the board, this should not be confused with Directors in other organizations or associates;

"Members' Agreement" means this agreement and any other Members' Agreement of the Association as amended and which are, from time to time, in force and effect, Association Agreement or Agreement or Members' Agreement may be used interchangeably in this Agreement;

"Commissioner" means a member of the Dispute Resolution Committee who is selected by Associate members.

"Founders Committee" means a committee of the founders of the Association which have special rights to give guidance and control over the long term direction and vision of the Association. It shall operate as a Senate guiding the Association in its infancy and holding the Board accountable in its maturity. It's purpose is to ensure that there is no deviation from the original purposes by infiltrators or those who wish to take over the Association. The Founder's are not to interfere in everyday operations. **"Founder"** means a member of the Founders Committee.

"Judgment" or "Ruling" Please note that this agreement removes some rights of the members to a court trial and binds them to determination of rulings or judgments by the Dispute Resolution Committee which may bind them to forfeiture or public disgrace if they violate a judgment or ruling of the Dispute Resolution Committee. They however, have certain rights established within the Dispute Resolution process described herein.

"meeting of members" includes an annual meeting of Private Members or a special meeting of Private Members; "special meeting of Private Members" includes a meeting of any class or classes of Private Members and a special meeting of all Private Members entitled to vote at an annual meeting of Private Members;

"meeting of Associate Members" includes an annual meeting of Associate Members or a special meeting of Associate Member, "special meeting of Associate Members" includes a meeting of all Associate Members that are entitled to vote at a meeting of Associate Members;

"ordinary resolution" means a resolution passed by a majority of not less than 50% plus 1 of the votes cast on that resolution, normal resolution and ordinary resolution may be used interchangeably;

"proposal" means a proposal submitted by a member of the Association that meets the requirements of this Agreement;

"Regulations" means the regulations, policies, or rules of the Association which may be used interchangeably;

"Senate" means the committee that is formed after ten years which will take over much of the oversight of the Association; and

"special resolution" means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution.

2. **Interpretation**

In the interpretation of this Members' Agreement, words in the singular include the plural and vice-versa, words in one gender include all genders, and "person" includes an individual, body corporate, partnership, trust and unincorporated organization.

3. **Execution of Documents**

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Association may be signed by any two

(2) of its officers or directors upon direction by the Board. In addition, the board may from time to time direct the manner in which and the person or persons by whom a particular document or type of document shall be executed. Any signing officer may certify a copy of any instrument, resolution, Members' Agreement or other document of the Association to be a true copy thereof.

The Board may from time to time establish policies which restrict financial transaction size or incurring of debt by the Association.

4. Financial Year End

The financial year end of the Association shall be determined by the board of directors.

5. Banking Arrangements

The Association will not be authorized to use a traditional bank or financial institution.

The Association is not authorized to use traditional fiat currency of Canada or any other country. All transactions will be denominated under a barter system using Silver Bullion as the standard of payment or receipt of payment. Gold and Platinum will also be utilized at a rate of conversion to silver established by metals brokers such as the Essential Family Elements Ltd. Any need to convert metals to a foreign or domestic currency will be done through a broker such as Essential Family Elements Ltd or its successor. The Association may disburse its metals holdings to various parties as it sees fit and is approved by the Board.

6. Borrowing Powers

The directors of the Association may, without authorization of the members,

1. borrow silver, gold, platinum on the credit of the Association;
2. issue, reissue, sell, pledge or hypothecate debt obligations of the Association;
3. give a guarantee on behalf and
4. mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Association, owned or subsequently acquired, to secure any debt obligation of the Association.

7. Annual Financial Statements

Members upon acceptance of membership must be informed that the annual financial statement and documents required by law or good governance are available at the offices of the Association or any Director or the Treasurer and any member may, on request, obtain a copy free of charge at the office.

8. Membership Conditions

Subject to the articles, there shall be two classes of members in the Association, namely, Associate Members Class and Private Members Class. The board of directors of the Association may, by resolution, approve the admission of the Associate Members Class to the Association. Private Members may also be admitted in such other manner as may be prescribed by the board by resolution. The following conditions of membership shall apply:

Associate Members Class

1. Associate membership shall be available to Community Groups who have applied and have been accepted for Associate Members Class voting membership in the Association.
2. The term of membership of an Associate Members Class voting member shall be annual, subject to renewal in accordance with the policies of the Association.
3. As set out in the articles, each Associate Members Class voting member is entitled to receive notice of, attend and vote at all meetings of Associate Members and each such Associate Members Class member shall be entitled to one (1) vote at such meetings through a Representative or alternate selected by the Associate Member.
4. Associate Members Class members will agree to serve and work with the Prairie Development Association in a specified territory described in the Associate Members Class acceptance document. As such the Associate Member will follow the policies set forth by the Prairie Development Association from time to time.
5. Associate Members Class members and the people who make up their organization will protect the Prairie Development Association, its operations, plans, suppliers, customers, members, staff, and officers in any way possible and will not disclose any information regarding the same to parties outside the Prairie

Development Association, any violation of this is grounds for immediate termination of membership or other action as deemed by the Board;

6. Associate Members Class members will provide to the Prairie Development Association membership dues each year for each Private Member if collected as per the Associate Members Class acceptance document to assist in the development of the parallel economy. Such dues shall be set by the Board by normal resolution each year for the coming year. Dues should be paid as the Associate Member collects them from their members.
7. Associate Members Class members will nominate four (4) people to be Advisors to the Advisory Boards of the Association. Two shall be Sojourners Advisory Board Advisors and two shall be Prairie Freedom Fund Advisory Board Advisors.
8. Associate Members Class members will nominate by election by their members one (1) person to serve as a Commissioner on the Dispute Resolution Committee and serve on Dispute Councils as needed for a two year term.

Private Members Class

9. The term of membership of a Private Members Class non-voting member shall be annual, subject to renewal in accordance with the policies of the Association.
10. Private Members must be a person or individual and cannot be an incorporated company, but may be an unincorporated association or partnership.
11. Private Members Class members must be a member of a Community Group who is an Associate Member Class member of the Association, if one is not available in their locality, then the Private Members Class member must be a stakeholder of Living Streams Institute Inc. if there is no Associate Member in their area, such aforementioned membership must be maintained at all times.
12. Private Members Class members must ensure that their dues have been paid by themselves or by their Community Group.
13. Private Members Class members shall not be entitled to receive notice of, attend or vote at meetings of the Associate Members Class members of the Association or at Advisory Board meetings, or at Board of Director meetings.

14. Private Members Class members shall be entitled to receive notice of, attend, and vote at meetings of the Private Members Class members meetings as called by the Board of Directors.

A special resolution of the affected class of members is required to make any amendments to this section of the Members' Agreements if those amendments retroactively affect membership rights and/or conditions. Without such special resolution any changes require the resolution of the Board and will only apply to those members who became members after the date of the new conditions are approved by the Board.

9. Transferring Membership

A membership may only be transferred to the Association. A special resolution of the members is required to make any amendment to add, change or delete this section of the Members' Agreements. There are no successor rights to membership interests and all successors must apply in their own right.

10. Notice of Members Meeting

Notice of the time and place of a meeting of members may be given to each member entitled to vote at the meeting by the following means: by mail, courier or personal delivery to each member entitled to vote at the meeting, during a period of 14 to 60 days before the day on which the meeting is to be held; or by telephonic, electronic or other communication facility to each member entitled to vote at the meeting, during a period of 7 to 45 days before the day on which the meeting is to be held. A notice on the Living Streams Institute website or notice through Crossroads Forum email list will constitute adequate notice for this provision.

Notice of the time and place of a meeting of members may be given to each member entitled to vote at the meeting by affixing the notice, no later than 21 days before the day on which the meeting is to be held, to a notice board on which information respecting the Association's activities is regularly posted and that is located in conjunction with a regular event of each Associate Member of the Association.

Each member entitled to vote at a members meeting is entitled to notice of members meeting by one or more of the above methods.

A special resolution of the members is required to make any amendment to the Members' Agreements of the Association to change the manner of giving notice to members entitled to vote at a meeting of members.

11. Members Calling a Members' Meeting

The board of directors shall call a special meeting of members on written requisition of members carrying not less than 5% of the voting rights. If the directors do not call a meeting within Fourteen (14) days of receiving the requisition, any member who signed the requisition may call the meeting.

12. Membership Dues

The Board of Directors shall establish a Membership dues amount in silver troy ounces per member. The Board shall establish the Dues amount at formation and then shall determine the amount prior to the Annual Meetings for the coming year. The amount of the Dues will be the cumulative needs of the organization with recommendations provided by the Advisory Boards and Executive.

Members shall be notified in writing of the membership dues at any time payable by them and, if any are not paid within one (1) calendar month of the membership renewal date the members in default shall automatically cease to be members of the Association.

Private Members Class membership dues may be paid directly by the member or through their Associate Members Class Community Group as policy for that Associate Members Class member is described on the Associate Members Acceptance Document.

13. Termination of Membership

A membership in the Association is terminated when:

1. the member dies, or, in the case of a member that is an Association, Community Group, or corporation, the entity is dissolved;
2. a member fails to maintain any qualifications for membership described in the section on membership conditions of these Members' Agreements, including payment of dues;
3. the member resigns by delivering a written resignation to the chair of the board of the Association or designate in which case such resignation shall be effective on the date specified in the resignation;

4. the member is expelled in accordance with any discipline of members section or is otherwise terminated in accordance with the articles or Members' Agreements;
5. the member's term of membership expires; or
6. the Association is liquidated or dissolved.

14. Effect of Termination of Membership

Upon any termination of membership, the rights of the member, including any rights in the property of the Association, automatically cease to exist. Any amounts owed to the Association by the member shall become immediately due and payable.

15. Discipline of Members

The board shall have authority to suspend or expel any member from the Association for any one or more of the following grounds:

1. violating any provision of the agreement, Members' Agreements, or written policies of the Association;
2. carrying out any conduct which may be detrimental to the Association as determined by the board in its sole discretion;
3. for any other reason that the board in its sole and absolute discretion considers to be reasonable, having regard to the purpose of the Association.
4. Upon recommendation by the Dispute Resolution Committee.

In the event that the board determines that a member should be expelled or suspended from membership in the Association, the president, or such other officer as may be designated by the board, shall provide twenty (20) days notice of suspension or expulsion to the member and shall provide reasons for the proposed suspension or expulsion.

If the suspension is not based upon Recommendation by the Dispute Resolution Committee, the member may make written submissions to the president, or such other officer as may be designated by the board, in response to the notice received within such twenty (20) day period. In the event that no written submissions are received by the president, the president, or such other officer as may be designated by the board, may proceed to notify the member that the member is suspended or expelled from membership in the Association. If written submissions are received in

accordance with this section, the board will either remove the member from Notice and return him/her to full status or may at its option suspend the Member's membership pending a determination of the Dispute Resolution Committee and shall refer the matter to the Dispute Resolution Committee.

If the suspension or revocation is based upon Recommendation by the Dispute Resolution Committee, there is no further recourse for the member as the member will have already had opportunity to make appeals and the Board shall revoke or suspend the Membership as per the Dispute Resolution Committee's recommendation.

16. Private Member's Meetings

1. Proposals at Annual Private Members' Meetings

Any proposal may be proposed by Private Members to be discussed and voted upon at the Private Members Class annual meeting if the proposal is signed by not less than 5% of Private Members entitled to vote at the meeting at which the proposal is to be presented and is received by the Chairman of the Board prior to seven (7) days before the meeting is to be held.

2. Cost of Publishing Proposals for Annual Members' Meetings

The member who submitted the proposal shall pay the cost of including the proposal and any statement in the notice of meeting at which the proposal is to be presented unless otherwise provided by ordinary resolution of the members present at the meeting.

3. Private Members Nomination of Directors

Directors are nominated by:

- i. Associate Members may nominate candidates to stand for election. Candidates must be Private Members of the Associate Member. Private members may speak with their Associate Member about suitable nominees and get them nominated.
- ii. For the first ten years the Founders Committee will select $\frac{1}{2}$ of the Directors each year to serve for a four (4) year term.
- iii. After ten years Private Members may nominate Directors as described in 20.B.

4. Place of Members' Meeting

Meetings of the members may be held at any place within Western Canada determined by the board or, if all of the members entitled to vote at such meeting so agree, outside Western Canada.

5. Persons Entitled to be Present at Private Members Class Meetings

The only persons entitled to be present at a meeting of members shall be those entitled to vote at the meeting, the directors and the public accountant of the Association, the officers of the Association, and such other persons who are entitled or required by Members' Agreements of the Association to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or by resolution of the members.

6. Chair of Private Members' Meetings

In the event that the chair of the board and the vice-chair of the board are absent, the members who are present and entitled to vote at the meeting shall choose one of their number to chair the meeting.

7. Quorum at Private Members' Meetings

A quorum at any meeting of the members shall be at least fifteen (15) percent of the members entitled to vote at the meeting. If a quorum is present at the opening of a meeting of members, the members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.

This provision of the percentage of private members that constitute a quorum may be amended by the Board at least seven (7) days prior to any meeting by normal resolution only after attempting to hold a meeting at which quorum is not reached. Such subsequent meeting may be held at least 14 days after a meeting without quorum with notice posted as required.

8. Voting at Private Members' Meetings

At any meeting of members every question shall, unless otherwise provided by the articles or Members' Agreements, be determined by a majority of the votes cast on the questions. In case of an equality of votes either on a show of hands or on a ballot, the chair of the

meeting in addition to an original vote shall have a second or casting vote.

9. Participation by Electronic Means at Private Members' Meetings

If the Association chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a meeting of members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this Members' Agreement, any person participating in a meeting of members pursuant to this section who is entitled to vote at that meeting may vote, by means of any telephonic, electronic or other communication facility that the Association has made available for that purpose. All facility related to this section must be approved by the board.

10. Private Members' Meeting Held Entirely by Electronic Means

Annual Meetings of Private Members Class members may not be held entirely by telephonic, an electronic or other communication facility, but special meetings could be held entirely by telephonic, electronic, or other communication as approved by the Board. If quorum is unable to be met for an annual meeting the subsequent annual meeting could be held by electronic means to enable more to attend.

17. Associate Members Class Meetings

1. Proposals for Associate Members' Meetings

Any proposal by an Associate Member for a meeting of Associate Members may be made if signed by the Chairperson/President, and Secretary of the Associate Member Community Group and is received by the Association Chairperson not less than ten (10) days before the meeting in which the proposal is to be presented. Notice of the proposal shall be sent out by Crossroads Forum email not less than seven (7) days prior to the meeting in which the proposal is to be presented.

2. Nominating Directors

Associate Members (excluding Living Streams Institute Inc.) may nominate up to two (2) persons who must be Private Member(s) of the Association to stand for election as a Director at any election of Directors. The slate of nominees, nominated by the Associate Members will be voted upon by the Private Members (in accordance with provisions 18,19, and 20) becoming a Director for a four (4) year term. Any person nominated under this provision cannot have been a Director for more than five (5) consecutive years at time of nomination. Nominees who were Directors at least two (2) years prior to their date of election would not be limited by their prior service if more than two (2) years had passed since their service.

3. Cost of Publishing Proposals for Associate Members' Meetings

The Associate Member who submitted the proposal shall pay the cost of including the proposal and any statement in the notice of meeting at which the proposal is to be presented unless otherwise provided by ordinary resolution of the members present at the meeting.

4. Place of Associate Members' Meeting

Meetings of the Associate Members may be held at any place within Western Canada determined by the board or, if all of the members entitled to vote at such meeting so agree, outside Western Canada.

5. Persons Entitled to be Present at Associate Members Class Meetings

The only persons entitled to be present at a meeting of Associate Members shall be those entitled to vote at the meeting, an alternate voter, the directors and the public accountant of the Association, the officers of the Association, and such other persons who are entitled or required Members' Agreements of the Association to be present at the meeting. Any other person may be admitted only on the invitation of the chair of the meeting or by resolution of the members.

Each Associate Member will inform the Board of two (2) people who will represent the Associate Member and are allowed to attend on the Associate Member's behalf. The Associate Member will identify one (1) of the persons to vote on behalf of the Associate Member. The other person shall be the alternate voter in the event that the voting representative is unable to vote.

6. Chair of Associate Members' Meetings

In the event that the chair of the board and the vice-chair of the board are absent, the members who are present and entitled to vote at the meeting shall choose one of their number to chair the meeting.

7. Quorum at Associate Members' Meetings

A quorum at any meeting of the members shall be a majority of the Associate Members' representatives entitled to vote at the meeting or alternates if the voting representative is absent. If a quorum is present at the opening of a meeting of members, the members present may proceed with the business of the meeting even if a quorum is not present throughout the meeting.

8. Voting at Associate Members' Meetings

At any meeting of Associate members every question shall, unless otherwise provided by the Members' Agreements, be determined by a majority of the votes cast on the questions. In case of an equality of votes either on a show of hands or on a ballot, the chair of the meeting in addition to an original vote shall have a second or casting vote.

9. Participation by Electronic Means at Associate Members' Meetings

If the Association chooses to make available a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during a meeting of members, any person entitled to attend such meeting may participate in the meeting by means of such telephonic, electronic or other communication facility. A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this Members' Agreement, any person participating in a meeting of members pursuant to this section who is entitled to

vote at that meeting may vote, by means of any telephonic, electronic or other communication facility that the Association has made available for that purpose. All facility related to this section must be approved by the board.

10. Associate Members' Meeting Held Entirely by Electronic Means

Annual Meetings of Associate Members Class members may not be held entirely by telephonic, an electronic or other communication facility, but special meetings could be held entirely by telephonic, electronic, or other communication as approved by the Board.

18. Number of Directors

The board shall consist of eight (8) directors, one of which is the Chairman and a second whom is the Vice-Chair. The board shall be comprised of the fixed number of directors as determined from time to time by the Board by special resolution.

Any amendments to this provision must be approved by the Board by special resolution and also by the Founders Committee.

19. Term of Office of Directors

The Founders Committee following the approval of this Members' Agreement, shall select the first Board of any number of Directors as it sees fit with one quarter (1/4) of directors shall be appointed for a four-year term, one quarter (1/4) for a three-year term, one quarter (1/4) of directors shall be appointed for a two-year term and one quarter (1/4) of directors shall be appointed for a one-year term.

Thereafter, except where an election or appointment is held to fill the unexpired portion of a term, newly elected directors shall be elected for a term described in section 18 of these bylaws. Directors who are nominated by the Associate Members may not be a Director for more than five (5) years at time of nomination.

20. Election of Directors

A) For the first ten (10) years following formation of the Association as set out by the initial date of this agreement:

- i. At an annual election by Private Members of candidates nominated by the Associate Members, whom will be voted upon in rounds of voting that eliminate the bottom candidate with least votes, and then another round will be conducted until there are just one candidate remaining who will be the new Director for a four (4) year term. Candidates may withdraw before any round.
- ii. The Founders Committee shall appoint by internal election a Board member who shall serve for a four (4) year term who may have served for any number of years prior to appointment.

B) Subsequent to the first ten (10) years after formation of this Association the manner of election shall change to:

- i All Directors excluding the Chair and Vice-Chair will be elected by the Private Members as previously described for a four year term but will be named candidates by the Nomination Committee after the Nomination Committee vets the nominee. Private Members may nominate another Private Member by gathering approval by any Associate Member and five (5) other Private Members.
- ii After ten (10) years there shall be an Association Senate established which will have one representative from each Associate Member. The Senate shall duplicate all Founders Committee roles excluding selection of the Chair and Vice-chair and appointment of Directors. The Senate shall assume all Board of Directors roles attributed to the Board of Directors in the first ten (10) years regarding the Dispute Committee. The Senate shall select ½ of the Nominations Committee.
- iii The Founders Committee shall continue to select the Chair of the Board and the Vice-Chair of the Board who shall be voting members of the Board of Directors, and shall have veto power over any changes to the Members Agreement or Association Agreement, and shall select ½ of the Nominations Committee.

C) If any Director ceases to be a Director for whatever reason, the Board shall fill the position by normal resolution from nominees selected by the Nominations Committee to fulfill the remaining term of the prior director.

21. Calling of Meetings of Board of Directors

Meetings of the board may be called by the chair of the board, the vice-chair of the board or any two (2) directors at any time; provided that for the first organization meeting following in Association, such meeting may be called by any director or incorporator. If the Association has only one director, that director may call and constitute a meeting.

22. Notice of Meeting of Board of Directors

Notice of the time and place for the holding of a meeting of the board shall be given in the manner provided in the section on giving notice of meeting of directors of this Members' Agreement to every director of the Association not less than 2 days before the time when the meeting is to be held. Notice of a meeting shall not be necessary if all of the directors are present, and none objects to the holding of the meeting, or if those absent have waived notice of or have otherwise signified their consent to the holding of such meeting. Notice of an adjourned meeting is not required if the time and place of the adjourned meeting is announced at the original meeting. Unless the Members' Agreement otherwise provides, no notice of meeting need specify the purpose or the business to be transacted at the meeting except that a notice of meeting of directors shall specify any matter regarding limits of Authority that is to be dealt with at the meeting.

23. Regular Meetings of the Board of Directors

The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of any resolution of the board fixing the place and time of such regular meetings of the board shall be sent to each director forthwith after being passed, but no other notice shall be required for any such regular meeting except if subsection 136(3) (Notice of Meeting) of the Act requires the purpose thereof or the business to be transacted to be specified in the notice.

24. Voting at Meetings of the Board of Directors

At all meetings of the board, every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chair of the meeting in addition to an original vote shall have a second or casting vote.

25. Committees of the Board of Directors

The board may from time to time appoint any committee or other advisory body, as it deems necessary or appropriate for such purposes and, subject to the provisions of this Agreement, with such powers as the board shall see fit. Any such committee may formulate its own rules of procedure, subject to such regulations or directions as the board may from time to time make, or subject to this Agreement. Any committee member may be removed by resolution of the board of directors. The Chair of the Board shall be the ex-officio member and Chair of each committee who shall select a Vice-Chair to operate in his/her absence.

- i. At formation of this Association there shall be a Founders Committee that cannot be dissolved that is charged with establishing the initial Board, and ensure that the vision of the Association is maintained. The Founders Committee shall approve this Bylaw/Agreement initially and shall have the right to veto any amendments or additions to this Agreement. In the event that the Association is unpopulated with members, the Founders Committee or designate shall assume the role of Member, Board, or other role as needed. The Founders Committee is listed in Addendum A and any additions to Addendum A must be an Associate Member or Private Member for two (2) years prior to application and unanimously approved by the Founders Committee prior to addition.
 1. The Founders Committee for the initial 10 years after approval of this Agreement shall select Directors as is set out in section 20.
 2. The Founders Committee shall select the Chair of the Board, Vice-Chair of the Board, and Chair of the Founders Committee to preside over each body and will have a vote to break ties of each body.
 3. The Founders Committee shall always be able to veto any change to the Members' Agreements by normal resolution.
 4. After the initial ten (10) years the Founders Committee shall appoint ½ of and approve any recommendations by the Nominations and Membership Committee.
- ii. The Board shall establish a Dispute Resolution Committee in accordance with provision 33 of this Agreement,
 1. The Committee shall be made up of Commissioners who are appointed by each of the Associate Members for a two (2) year term,

2. The Committee shall establish its operating rules in accordance with provision 32 and 33 of this agreement, and such rules shall be presented to the Board of Directors for ratification as Addendum C,
 3. All amendments to the Dispute Committee Rules of Operation must be approved by the Board of Directors prior to implementation,
 4. The Chair of the Board shall not be the Chair of the Dispute Committee and instead the Committee shall appoint for itself a Committee Administrator who will fill this role and administer the operations and executive function of the Committee.
 5. The Administrator's term shall be five (5) years with an annual ratification of the Administrator who must receive at least sixty (60) percent of the combined votes of the Commissioners and Directors to continue.
 6. The Administrator should receive compensation as determined by the Board.
- iii. The Board shall establish a Nominations and Membership Committee of which the Association Secretary shall be the Vice-Chair, and whose members are selected by the Founders Committee;
 - iv. The Board shall establish a Sojourners Supply Chain Advisory Committee to establish and recommend policies for the operation of the Sojourners Supply Chain,
 - v. The Board shall establish a Prairie Freedom Fund Advisory Committee, to establish and recommend policies for the operation of the Prairie Freedom Fund and establish interest rates and whose members may fill roles within the Prairie Freedom Fund as loan committee members, and who if there are no committee members the roles of this committee is filled by the President of the Association;
 - vi. The Board may establish other committees as it sees fit.

26. Appointment of Officers

The board may designate the offices of the Association, appoint officers on an annual or more frequent basis, specify their duties and, subject to the Act, delegate to such officers the power to manage the affairs of the Association. A director may be appointed to any office of the Association. An officer may, but need not be, a director unless these Members' Agreements otherwise provide. Two or more offices may be held by the same person.

27. Officers of the Association

Unless otherwise specified by the board (which may, subject to the Act modify, restrict or supplement such duties and powers), the offices of the Association, if designated and if officers are appointed, shall have the following duties and powers associated with their positions:

1. Chair of the Board – The chair of the board shall be a director. The chair of the board, shall, when present, preside at all meetings of the board of directors and of the members. The chair shall have such other duties and powers as the board may specify. The Chair shall be appointed by the Founders Committee. If there is no active Board the President shall assume the role of Chair of the Board.
2. Vice-Chair of the Board – The vice-chair of the board, if one is to be appointed, shall be a director appointed by the Founders Committee. If the chair of the board is absent or is unable or refuses to act, the vice-chair of the board, if any, shall, when present, preside at all meetings of the board of directors and of the members. The vice-chair shall have such other duties and powers as the board may specify.
3. President – If appointed, the president shall be the chief executive officer of the Association and shall be responsible for implementing the strategic plans and policies of the Association. The president shall, subject to the authority of the board, have general supervision of the affairs of the Association.

The Chair of the Board shall be the President unless appointed by the Board and shall be ratified by the Founders Committee during the first ten years, after which the President shall be ratified by the Senate upon appointment. The Board shall have oversight of the President.

4. Secretary – If appointed, the secretary shall attend and be the secretary of all meetings of the board, members and committees of the board. The secretary shall enter or cause to be entered in the Association's minute book, minutes of all proceedings at such meetings; the secretary shall give, or cause to be given, as and when instructed, notices to members, directors, the public accountant and members of committees; the secretary shall be the custodian of all

books, papers, records, documents and other instruments belonging to the Association.

After the initial ten (10) years the Secretary shall be appointed by the Senate.

5. Treasurer – If appointed, the treasurer shall have such powers and duties as the board may specify.

After the initial ten (10) years the Treasurer shall be appointed by the Senate.

28. Officer Vacancies

In the absence of a written agreement to the contrary, the board with approval of the Founders Committee may remove, whether for cause or without cause, any officer of the Association. Unless so removed, an officer shall hold office until the earlier of:

1. the officer's successor being appointed,
2. the officer's resignation,
3. such officer ceasing to be a director (if a necessary qualification of appointment) or
4. such officer's death.

If the office of any officer of the Association shall be or become vacant, the directors may, by resolution, appoint a person to fill such vacancy.

29. Method of Giving Notice

Any notice (which term includes any communication or document), other than notice of a meeting of members or a meeting of the board of directors, to be given (which term includes sent, delivered or served) according to this Agreement, the Members' Agreements or otherwise to a member, director, officer or member of a committee of the board or to the public accountant shall be sufficiently given:

1. if delivered personally to the person to whom it is to be given or if delivered to such person's address as shown in the records of the Association or in the case of notice to a director to the latest address as shown in the last notice that was sent by the Association;

2. if mailed to such person at such person's recorded address by prepaid ordinary or air mail;
3. if sent to such person by telephonic, electronic or other communication facility at such person's recorded address for that purpose;

A notice so delivered shall be deemed to have been given when it is delivered personally or to the recorded address as aforesaid; a notice so mailed shall be deemed to have been given when deposited in a post office or public letter box; and a notice so sent by any means of transmitted or recorded communication shall be deemed to have been given when dispatched or delivered to the appropriate communication company or agency or its representative for dispatch. The secretary may change or cause to be changed the recorded address of any member, director, officer, public accountant or member of a committee of the board in accordance with any information believed by the secretary to be reliable. The declaration by the secretary that notice has been given pursuant to this Members' Agreement shall be sufficient and conclusive evidence of the giving of such notice. The signature of any director or officer of the Association to any notice or other document to be given by the Association may be written, stamped, type-written or printed or partly written, stamped, type-written or printed.

30. Invalidity of Provisions of this Members' Agreement

The invalidity or unenforceability of any provision of these Members' Agreements shall not affect the validity or enforceability of the remaining provisions.

31. Omissions and Errors

The accidental omission to give any notice to any member, director, officer, member of a committee of the board or public accountant, or the non-receipt of any notice by any such person where the Association has provided notice in accordance with the Members' Agreements or any error in any notice not affecting its substance shall not invalidate any action taken at any meeting to which the notice pertained or otherwise founded on such notice.

32. Mediation and Arbitration

All Private Members, Associate Members, Founders, Directors, or Advisor waives and gives up all rights to a Court Trial for disputes between themselves or between themselves and the Association.

All Private Members, Associate Members, Founders, Directors, or Advisors, or Staff of the Association shall not institute a law suit or legal action against any other private member, Associate Member, Founder, Director, Advisor, or the Association but instead will bring their disputes and complaints to the Dispute Resolution Committee of the Association and will submit to their rules and manner of operations as described in the Committee Terms and Policies.

All Private Members agree that the Findings of a Dispute Council which the Parties do not fulfill shall be made public along with details of their response.

All Private Members, Associate Members, Directors, Founders, Advisors, Staff or the Association itself agrees to be bound by the ruling and findings of the Dispute Resolution Committee.

Members are only bound to this provision in regards to financial transactions between the parties in which the parties transact in barter or precious metals transactions, or any transaction involving Essential Family Elements Ltd.

This waiver of legal action does not apply to criminal acts, violent crimes, rape, etc. and transactions involving digital or fiat or bank currency. All Members have the right to legal action in such cases in the court of competent jurisdiction.

All new Members and Associates must sign a document establishing their understanding, and agreement with this provision and shall agree to seek legal counsel prior to signing the document.

Disputes or controversies among members, directors, officers, committee members, or volunteers of the Association are as much as possible to be resolved in accordance with mediation and/or arbitration as provided in section 33 of this agreement.

33. Dispute Resolution Mechanism

In the event that a dispute or controversy among members, directors, officers, committee members or volunteers of the Association arising out of or related to the articles or Members' Agreements, or out of any aspect of the operations of the Association or transactions between members, associates, etc. is not resolved in private meetings between the parties then the members, directors, officers, committee members, employees or volunteers of the Association as set out in the articles, Members'

Agreements or the Act, and as an alternative to such person instituting a law suit or legal action, such dispute or controversy shall be settled by a process of dispute resolution as laid out in Amendment C which may be amended by resolution of the Dispute Resolution Committee, Private Members Proposal either of which is approved by normal resolution by the Board of Directors.

The members agree that they forego the right to court trial for non violent disputes between members related to transactions denominated in precious metals. The members agree that in such matters and disputes they will be bound by the Dispute Resolution Committee rulings and may have fines or public reporting of their actions done. Such fines may result in forfeiture of funds or assets held by the Prairie Freedom Fund to cover such judgments.

34. Members' Agreements and Effective Date

Subject to the articles, the board of directors may, by special resolution, amend or repeal this Agreement. The Founders must be consulted prior to implementation of the resolution upon any member. The Founders Committee shall have the right to veto any resolution or amendment at their sole discretion. Any amendment approved by the Founders Committee shall be effective upon new members from the date of the resolution of directors until the next meeting of members where it may be confirmed, rejected or amended by the members by ordinary resolution. If the Members' Agreement, amendment or repeal is confirmed or confirmed as amended by the members it remains effective in the form in which it was confirmed and becomes binding on all members. The Members' Agreement, amendment or repeal ceases to have effect if it is not submitted to the members at the next meeting of members or if it is rejected by the members at the meeting.

This section does not apply to a Members' Agreement that requires a special resolution of the members according to this Agreement. Such section shall only take effect upon special resolution of the members at a Meeting of Members.

35. Membership Agreement

All Associate Members shall be listed on Addendum B and shall agree to be bound by this Agreement by signature of their two most senior leaders upon resolution of their membership.

All Private Members shall be recorded by the Nominations and Membership Committee on separate list and shall keep the list confidential as required, except to enforce this Agreement. Members shall sign an application submitting and agreeing to this Agreement/ bylaws.

This Agreement takes effect upon founding of the Association on this the
2 day of January, 20 24 in the Municipality of
Kingsley #124, Saskatchewan as attested by the following signature,



Signature of Chairman

John Graff

Printed Name

Chairman of the Board and Founders Committee

Addendum A
Founders Committee



ADDENDUM C

Dispute Resolution Committee Procedures and Institution

May be developed and amended by resolution of the Dispute Resolution Committee or Private Members Proposal upon approval by normal resolution of the Board of Directors or after ten years the Association Senate.

1. In accordance with Provision 8.8. of the Association Agreement, the Associate members of the Association shall each select a Commissioner to serve as member of the Dispute Resolution Committee.
2. The Dispute Resolution Committee shall select or hire an Administrator to administer these Procedures and Rules.
 - A. The Administrator may hire additional staff as needed and as budgeted.
 - B. The Administrator shall submit a budget to the Board of Directors each year that the Administrator shall operate within.
 - C. The Board may approve, deny, or amend the budget as they see fit.
3. Disputes or controversy shall first be submitted to the Administrator of the Dispute Resolution Committee with a fee of ten (10) troy ounces of silver;
4. The Administrator shall determine if the complaint requires mediation or a Council according to the Committee rules,
 - A. If the complaint requires mediation the Administrator shall select a suitable unbiased Commissioner to mediate the dispute. Both parties may reject said Commissioner if they deem the Commissioner to be biased, and the Administrator shall select another. The parties may only reject two (2) Commissioners. The last agreed upon Commissioner becomes the Mediator for a binding mediation. Mediation intends to reach a compromise but if none are able to be found, then the Mediator may rule by publishing Findings of Mediation,
 - B. If the complaint requires a Dispute Council then the Administrator will randomly select according to Committee rules two (2) Commissioners and a Private Member to sit on the Dispute Council and hear the complaint and evidence. One Commissioner who is selected by the Council members to be the Chair of the Council and only votes to break tie votes.

- C. The Mediator or Council shall rule upon the evidence in accordance with the Association policies and provisions of this Agreement in effect at the time of the action. They shall make their rulings as to the fault and the restitution required; and shall also make non binding recommendations to the Board for further clarification or to change or make additional policies to alleviate disputes or facilitate future rulings.
- D. All Findings of the Mediator or the Council (rulings, recommendations, and restitution) will be binding upon both parties, but may be appealed by either party to the Committee in accordance with the Dispute Committee Operating Rules by giving Notice of Intent to Appeal to the Administrator within 30 days of the Findings being published by the Council or Mediator,
- E. If the Findings are appealed, the appellant party must provide the Dispute Resolution Committee with the non refundable fee of 10% of amount argued or 1 troy ounce of Gold (whichever is less), upon notice of the intent to appeal. Such fee may be adjusted from time to time by the Board of Directors by normal resolution under recommendation by the Administrator,
- F. If appealed to the Dispute Committee, a written argument will be presented to the Administrator by the appellant party within 60 days of the findings of the Council, with any new evidence, or points of order that were violated by the Council, or an argument why the ruling is unjust. The Administrator shall provide the Appeal argument to the opposing party who then will have 30 days to prepare and return to the Administrator a Rebuttal of the Appeal. The Administrator will then circulate randomly, the Appeal Argument and the Rebuttal of the Appeal to one half of the Commissioners, excluding the two (2) involved in the Council. The Commissioners upon receiving the information shall determine the validity of the arguments and the findings within thirty (30) days and provide the Administrator with their vote of Affirming the Findings or Rejecting the Findings.
- G. If the Findings are rejected and were produced by a Council the Administrator will do two things:

- i. Select a Commissioner from within the group of Rejecting Commissioners who is acceptable to the Rejecting Commissioners and provide this Commissioner with the names of all Rejecting Commissioners so as to discuss among them what caused them to Reject the Findings. The Administrator shall cause and assist the Commissioner to write a report within 60 days with recommendations on how to ensure rulings could be better made and provide the Report to the Board of Directors and all Commissioners and Alternates. The Commissioner who is writing the report will receive $\frac{1}{2}$ of the Appeal fee upon completion.
 - ii. Establish a Second Council to re-hear the Complaint with the exception that instead of a Private Member, a Board member is randomly selected, and two (2) randomly selected Commissioners who were not involved in the Appeal. The Board member shall be the Chair of the Second Council. This Second Council will commence 90 days after the Report is produced by the Rejecting Commissioners. The Complaining Party must pay twenty (20) troy ounces of silver to the Committee to convene a Second Council.
 - iii. The Findings of a Second Council may only be appealed to a Commission made up of two (2) Board of Directors and two (2) randomly selected Commissioners who were not part of any related Council or Appeal. The Chair of the Board is the Chair of the Commission. The same procedure is followed as a regular appeal described herein Addendum C 4. F, and G. A fee of two (2) troy ounces of Gold is to be paid to the Dispute Committee by the Appealing Party. The Commission shall rule on the case with new Findings and these Findings are not subject to Appeal.
- H. If the Findings are rejected and were part of a Mediation then the Administrator will convene a Council to review the Complaint as a First Dispute Council instead of a Mediation under provision 4 B of this Addendum C.

5. If any party does not comply with the Ruling of a Dispute Council in accordance with the Policies and Rules, the Committee shall recommend removal of the Member from the Association, Public Announcement of the Findings and the response of the Party, and shall cause such enforcement as is deemed appropriate under the Rules and Policies of the Association.
6. The Party that the Administrator deems to have won in the Findings shall pay an enforcement fee of five (5) troy silver ounces to the Committee or 5% of the judgment amount whichever is more.
7. All costs of the Dispute Resolution Committee excluding the fees listed herein shall be borne by the Committee.
8. All costs of the parties shall be approved by the Administrator and then the approved costs shall be borne by the party who lost in the rulings.
9. Specific Operating Rules of the Councils and Committee shall be determined by normal resolution of the Dispute Resolution Committee and amended by Private Members Proposal approved by the Board of Directors. These operating rules are to be set out in Addendum D.
10. The Committee may make a claim upon the party that lost at the Prairie Freedom Fund or Sojourners Supply Chain to have proceeds owed to the party that lost be paid to the Association and then distributed to the winning party to the amount of the amount of the judgment.
11. Enforcement of the judgment and seizure of assets within the parallel economy is the jurisdiction of the Dispute Committee Administrator or designated deputies.

ADDENDUM D

Dispute Resolution Committee Council and Committee Operating Rules

To be established and amended by Normal Resolution of the Dispute Resolution Committee or by Private Members Proposal that is approved by normal resolution of the Board of Directors.

(Please check back.)