

A Members Agreement relating generally to the conduct of the affairs of Creating Together (the "Association")

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

1. Definitions

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

"associate group" means the legal entity that the Association is a part of for the purposes of financial transactions and to the extent required to be compliant with the appropriate authorities the Association will be a division of the associate group, however the Association will maintain its own independence and oversight as regards to operational and membership matters;

"board" means the board of directors of the Association and "director" means a member of the board;

"Members Agreement" means this Members Agreement and any other Members Agreement of the Association as amended and which are, from time to time, in force and effect;

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

"ordinary resolution" means a resolution passed by a majority of not less than 50% plus 1 of the votes cast on that resolution;

"purpose of the Association" will be defined as "aiding the wellbeing of the members and promoting truth in the community at large".

"proposal" means a proposal or motion submitted by a member of the Association;

"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 as directed 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 person authorized to sign any document may affix the corporate seal (if any) to the document. 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.

4. Financial year end

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

5. Banking arrangements

The banking business of the Association using Canadian currency shall be transacted through the services of Living Streams Institute Inc. (hereafter referred to as the Associate Group) at a bank, trust company or other firm or Association carrying on a banking business in Canada or elsewhere as the Associate Group may designate, appoint or authorize from time to time by resolution. The banking business or any part of it shall be transacted by direction of the Treasurer and an officer or officers of the Association and/or other persons as the Board may by resolution from time to time designate, direct or authorize. The Association shall be consistent with the Associate Group's bylaws where applicable.

The Association may work with Prairie Freedom Fund, or other silver trade entity that is able to work with an entity like the Association as the Board may see fit, in the transaction of silver and precious metals based transactions. The Treasurer and another Director or officer may carry out the Board's directions in the transfer and use of precious metals.

The Association shall use any form of currency it deems acceptable including but not limited to Canadian currency, American currency, silver, gold, and platinum.

The Association shall provide to the Associate Group a copy of each Board of Directors minutes, a listing of authorized "signors", an annual budget, and an annual financial statement. All changes to this Agreement must be noticed to the Associate Group in writing.

The Associate Group may cancel this arrangement at any time that it feels the Association is in default of its obligations to the Associate Group or acting in a manner detrimental to the security and good reputation of the Associate Group.

6. Borrowing powers

If authorized by a resolution which is duly adopted by the Governance Board and confirmed by ordinary resolution of the Members, the Board may from time to time:

- a. borrow money on the credit of the Association;
- b. issue, reissue, sell, pledge or hypothecate debt obligations of the Association; and
- c. 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.

Provided that no debt obligates the Associate Group in any way. If any debt payment is required to be automatically paid from the Associate Group the Associate Group will have the right to reject any payment without responsibility if the Association has not ensured the payment is prepaid to the Associate Group.

Any such Members Agreement may provide for the delegation of such powers by the directors to such officers or directors of the Association to such extent and in such manner as may be set out in the Members Agreement.

Nothing herein limits or restricts the borrowing of money by the Association on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Association.

7. Annual financial statements

The Association may, instead of sending copies of the annual financial statements and other documents to the members, publish a notice to its members stating that the annual financial statements and documents are available at the registered office of the Association and any member may, on request, obtain a copy free of charge at the registered office or by prepaid mail.

The Association shall send a copy of the annual financial statements to the Associate Group within 90 days of the end of the financial year end of the Association.

8. Membership conditions

Subject to this Agreement, there shall be two classes of members in the Association, namely, Founding members and Private members. The board of directors of the Association or its designate may, by resolution, approve the admission of the members of the Association.

The Board shall cause Members to be issued a unique identifier. 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:

Founding Members — known legally as Class A Voting Members

- a. Founding voting membership shall be available only to individuals who have applied and have been accepted for Founding voting membership in the Association by the Founders Committee and the Board.
- b. The term of membership of a Founding voting member shall be perpetual, subject to renewal in accordance with the policies of the Association.
- c. All Founding Voting Members shall be members of the Founders Committee.
- d. As set out in the articles, each Founding voting member is entitled to receive notice of, attend and vote at all meetings of members and each such Founding voting member shall be entitled to one (1) vote at such meetings.
- e. Founding Voting members shall be those individuals who were party to the formation of the Association and those approved by the Founders Committee for inclusion as Founding Voting Members.
- f. Applicants will submit their application to the Chair of the Board after the Applicant has been a Private Member of the Association for two (2) years. The Chair will present to the Founders Committee the application. The Founders Committee shall vote on the Applicant no more than thirty (30) days after presentation of the application, and only Applicants who are unanimously approved shall become Founding Voting Members.
- g. If the situation occurs where there are no Founding Voting Members, the Board may nominate three (3) candidates each year for the following four (4) years who are voted upon by the Private Members to elect one (1) person to become a Founding Voting Member.
- h. All Founding members are allowed to vote at all Members meetings.
- i. Founding Members will be required to provide dues at double the rate of a Private Member on an annual basis.
- j. The Board shall not disband or dissolve the Founders Committee.
- k. Founding Members shall sign this Agreement in the space attached.

Private Members — known legally as Class B Voting Members

- l. Private voting membership shall be available only to individuals who have applied and have been accepted for Private voting membership in the Association.
- m. The term of membership of a Private voting member shall be annual, subject to renewal in accordance with the policies of the Association.

- n. The Governance Board shall develop a set of standards which may be amended from time to time by the Board which all Private members must meet on an ongoing basis.
- o. Private Members are not entitled to vote at a meeting of the Founder Committee.
- p. A Private voting member shall be entitled to receive notice of, attend or vote at meetings of the members of the Association.
- q. Private Members shall sign an application form that includes a certification that they have read and understand this Agreement and all amendments and additions and will abide and be bound by the provisions set out

A special resolution of the members is required to make any amendments to this section of the Members Agreements if those amendments affect membership rights and/or conditions.

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.

10. Notice of members meeting

Notice of the time and place of a meeting of members shall be given to each member entitled to vote at the meeting by the following means:

- a. by mail, courier or personal delivery to each member entitled to vote at the meeting, during a period of 21 to 60 days before the day on which the meeting is to be held; or
- b. by telephonic, electronic or other communication facility to each member entitled to vote at the meeting, during a period of 21 to 35 days before the day on which the meeting is to be held.

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, or by written requisition of the Founders Committee. If the directors do not call a meeting within twenty-one (21) days of receiving the requisition, any member who signed the requisition may call the meeting.

12. Membership dues

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.

13. Termination of membership

A membership in the Association is terminated when:

- a. the member dies or resigns;
- b. the member is expelled or their membership is otherwise terminated in accordance with the articles or Members Agreements;
- c. the member's term of membership expires; or
- d. the Association is liquidated and dissolved.

14. Effect of termination of membership

Subject to the articles, upon any termination of membership, the rights of the member, including any rights in the property of the Association, automatically cease to exist.

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:

- a. violating any provision of the articles, Members Agreements, or written policies of the Association;
- b. carrying out any conduct which may be detrimental to the Association as determined by the board in its sole discretion;
- c. 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.

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. 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 consider such submissions in arriving at a final decision and shall notify the member concerning such final decision within a further twenty (20) days from the date of receipt of the submissions. The board's decision shall be final and binding on the member, without any further right of appeal.

16. Proposals Nominating Directors at Annual Members' Meetings

Any proposal may include nominations for the election of directors if the proposal is signed by not less than the greater of 2 individual members entitled to vote at the meeting at which the proposal is to be presented or 10% of members entitled to vote at the meeting at which the proposal is to be presented. If the proposal is presented to the Chair at least 45 days prior to the meeting at which the proposal is to be presented.

17. 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.

18. Place of members' meetings

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

19. Persons entitled to be present at members' 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 and such other persons who are entitled or required under any provision of the 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.

20. Chair of 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.

21. Quorum at members' meetings

A quorum at any meeting of the members shall be a majority 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.

22. Voting at members' meeting

At any meeting of members every question shall 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 or on the results of electronic voting, the chair of the meeting in addition to an original vote shall have a second or casting vote.

23. Participation by electronic means at members' meeting

Participation at meetings of members may not be by telephonic, electronic or other communication facility.

24. Members' meeting held entirely by electronic means

If the directors or members of the Association call a meeting of members those directors or members, as the case may be, may determine that the meeting shall be held entirely by means of a telephonic, electronic or other communication facility that permits all participants to communicate adequately with each other during the meeting.

25. Number of Governance Board Directors

The Governance Board shall consist of the number of Directors specified in the articles. If the articles provide for a minimum and maximum number of directors, the board shall be comprised of the fixed number of directors as determined from time to time by the members by ordinary resolution or, if the ordinary resolution empowers the directors to determine the number, by resolution of the board.

In the case of a soliciting Association the minimum number of directors may not be fewer than three (3), at least two of whom are not officers or employees of the Association or its affiliates.

The Directors shall be elected by the Members and the Chairperson who is appointed by the Founders Committee will also be a member of the Governance Board.

26. Term of office of directors

At the first election of Governance Directors following the approval of this Members Agreement, one-third (1/3) directors shall be elected for a three-year term, one-third (1/3) directors shall be elected for a two-year term and one-third (1/3) directors shall be elected for a one-year term. Thereafter, except where an election is held to fill the unexpired portion of a term, newly elected directors shall be elected for three-year (3) terms.

27. Calling of meetings of Governance 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.

28. Notice of meeting of Governance Board of directors

Notice of the time and place for the holding of a meeting of the board shall be given to every director of the Association not less than 3 days before the time when the meeting is to be held by one of the following methods:

- a. delivered personally to the latest address as shown in the last notice that was sent by the Association;
- b. mailed by prepaid ordinary mail to the director's address as set out in (a);
- c. by telephonic, electronic or other communication facility at the director's recorded address for that purpose; or
- d. by an electronic document.

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 that is to be dealt with at the meeting.

29. Regular meetings of the Governance 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.

30. Voting at meetings of the Governance Board of Directors

At all meetings of the Governance 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, unless the Members Agreement require that the question be decided by special resolution.

In the event that the Governance Board Directors are all present at an Executive

Committee meeting and the Committee makes a recommendation to the Governance Board which a majority or super majority of the Governance Board members approve then the matter is deemed to have been approved by the Governance Board.

31. Committees of the Governance 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 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. Any committee member may be removed by resolution of the Governance Board of Directors except for Founders Committee Members which may only be removed by resolution of the Founders Committee itself or by a unanimous resolution of the Governance Board.

Committees may not establish policy, precedent, or direction, or incur debt, or expense but may pass recommendations which are presented to the Executive Committee for approval and then further submitted to the Governance Board for approval before they can be enacted.

- a. Upon formation of the Association the Board shall form a Founders Committee which shall be populated by all Founding Voting Members who were the founders of the Association. The Founders Committee shall not be dissolved for any reason at any time by the Board or the Members.
- b. Upon Formation of the Association the Board shall form an Executive Committee that shall be made up of the Governance Board of Directors, and the Vice-Chair of each Committee or Team specified by the Governance Board of Directors. Including if possible a Director of Membership Recruitment, Director of Leadership Development and Training, and the Vice Chair (referred to as a Committee Director) of the Security and Vetting Committee, Communications Committee, Compassion Committee, Community Development Committee, Supply Committee, and Health Committee, and any other committee that the Governance Board may decide. (One person may fill more than one role.)

32. Appointment of Officers

The Governance Board may designate the offices of the Association, appoint officers on an annual or more frequent basis, specify their duties and 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.

33. Officers of the Association

Unless otherwise specified by the board, the offices of the Association, if designated and if officers are appointed, shall have the following duties and powers associated with their positions:

- a. Chair of the Board — The chair of the board, shall be the President of the Association and shall be a member of the Governance Board. The chair of the board, if any, shall, when present, preside at all meetings of the board of directors and of the members.
The chair is the ex-officio chair of each committee. The chair shall have such other duties and powers as the board may specify.
- b. Vice-Chair of the Board — The vice-chair of the board, if shall be an elected director and appointed by the Founders Committee as ViceChair. 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.
- c. 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 President shall be selected by the Founders Committee each year and ratified by the Members. The Governance Board may remove the President from office by special resolution upon which time the Founders Committee shall select another President/Chair to serve until the next Members meeting.
- d. 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. The Secretary shall be an ex-officio member of the
Executive Committee
- e. Treasurer — If appointed, the treasurer shall have such powers and duties as the board may specify including but not limited to reporting to the Board each month of the financial condition of the Association and providing a Financial report to the Membership each year and establishing a budget, and receiving funds and paying funds to vendors.

- f. The Board shall establish a mechanism to select and appoint people to associated projects or associations in which the Association is involved with. These may include the positions of Advisory Board Members, Commissioners, and Executive Coordinators. Unless otherwise established by the Board and approved by the membership, the Governance Board shall appoint these positions under recommendation by the Executive Committee and the Membership. Members or the Executive Committee or the Leadership Development Team may nominate candidates for these positions.

34. Officer vacancies

In the absence of a written agreement to the contrary, and in consideration of provision 33 of this Members Agreement the board 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:

- a. the officer's successor being appointed,
- b. the officer's resignation,
- c. such officer ceasing to be a director (if a necessary qualification of appointment) or
- d. 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.

35. 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) pursuant to 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:

- a. 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;
- b. if mailed to such person at such person's recorded address by prepaid ordinary or air mail;
- c. if sent to such person by telephonic, electronic or other communication facility at such person's recorded address for that purpose; or
- d. if provided in the form of an electronic.

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.

36. Invalidity of any 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.

- a. The Association shall attempt to abide by the legally established laws of Canada and the Provinces in which it operates to the extent that those laws do not infringe upon the applicable Bill of Rights, and the Charter of Rights and Freedoms 1982 which states we recognize the Supremacy of God and the rule of law: No law formed against these precepts shall be enforceable against the Association to the extent that the Association is able to defend it.

37. 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.

38. Mediation and arbitration

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 the section on dispute resolution mechanism of this Members Agreement.

39. 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 Certificate of Formation, the Members Agreements, or out of any aspect of the operations of the Association is not resolved in private meetings between the parties, then without prejudice to or in any other way derogating from the rights of the Members, directors, officers, committee members, employees or volunteers of the Association as set out in the Certificate of Formation, Members Agreements, 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 follows:

- a. If the parties to the complaint are both members of the Prairie Development Association and the dispute does not involve Canadian currency, then the dispute or controversy shall first be submitted to the Prairie Development Association's Dispute Resolution Committee to be heard under the rules of such body and they shall be bound by the decision.
- b. If the parties are not both members of the Prairie Development Association or the dispute involves Canadian Currency, then the dispute may be heard by a panel of three mediators. Each party shall provide the Association with a deposit of \$500 or 10% of the value of the claim and then shall select an unrelated and unassociated mediator, and the two mediators shall select a third mediator from the Board of Directors to chair the mediation. The parties shall make their arguments to the panel of mediators who will attempt to mediate a resolution over the course of 2 days and then if a resolution is not obtained shall vote on a judgment. If either of the parties does not accept the judgment they will forfeit their dispute deposit and may continue to court if they so see fit. The other party if they accept the judgment shall receive both of the deposits. If both parties accept the judgment and fulfill the provisions of the judgment or they resolve their differences through mediation then they shall be returned their deposits.

40. Members Agreements and Effective Date

Subject to the articles, the Governance Board of Directors may, by resolution, make, amend or repeal any Members Agreements that regulate the activities or affairs of the Association. Any such Members Agreement provision, amendment or repeal shall not be in effect until the next meeting of members where it may be confirmed, rejected or amended by the members by ordinary resolution or if the provision requires a special resolution of the members, by special resolution.

Prior to submission to the Members for decision, the Board shall present the amendment, repeal, or new provision of the Members Agreement to the

Founders Committee for approval. The Founders Committee may veto or accept any such changes to the Members Agreement by ordinary resolution.

41. Confidentiality

All members of the Association shall act with confidentiality and respect to the undertakings of the Association and its members. While no member is restricted from revealing their involvement in the Association, members may not reveal other members involvement in the Association or the activities of the Association that are not commonly known outside the Association.

The Governance Board shall establish and amend from time to time a Security and Information Handling Policy which all Members agree to abide by.

42. Termination or Wrapping up of the Association

The Association will continue indefinitely until there are no Members who will accept the role of Governance Director or there are no Members for more than 365 days and shall continue with the purpose of aiding the wellbeing of the members and promoting truth in the community at large. The Association is a non-profit Association and as such the assets of the Association or the proceeds of such shall not go to any individual person instead upon dissolution or wrap up the proceeds of liquidation after payment of all debts shall be provided to a suitable Non-profit or Charity or Non-profit Association that may be able to receive the funds.

No member has the right to distribution of any profits of the Association.

43. Acceptance of these Members Agreement

All members of the Association shall accept and be bound by these Members Agreement and any future amendments as a condition of their membership in the Association. The Board of Directors shall cause a document which may or may not be the application for membership which shall cause the members or the applicant to certify their acceptance of this Members Agreement and its future amendments.

The Founders and initial Governance Board of Directors of the Association accept and implement these Members Agreement on the date listed below and shall make the articles conform to these Members Agreement,