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Amend
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Gave OK to
correct name
of corp.
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COVER LETTER

**TO: Amendment Section
Division of Corporations**

SUBJECT: Vilasananda School of Creative Learning, Inc.
(Name of Corporation)

DOCUMENT

NUMBER: N06000005732

The enclosed Amendment and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Peggy A. Martin
(Name of Contact Person)

Vilasananda School of Creative Learning, Inc.
(Firm/Company)

6623 Pinefeather Ct.
(Address)

Bradenton, Florida 34203
(City/State and Zip Code)

For further information concerning this matter, please call:

Peggy A. Martin at (941) 758-8407
(Name of Contact Person) (Area Code & Daytime Telephone Number)

Enclosed is a check for the following amount:

~~\$43.75 Filing Fee &
Certificate of Status~~

Fee & \$43.75 Filing Fee &
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enclosed)

52.50 Filing Fee,
Certificate of Status &
Certified Copy
(Additional copy is enclosed)

**Mailing Address:
Amendment Section
Division of corporations
P.O. Box 6327
Tallahassee, Florida 32314**

ARTICLES OF AMENDMENT
TO

ARTICLES OF INCORPORATION FOR

The Vilasananda School of Creative Learning, Inc.

FILED
07 MAY 15 PM 2:48
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

In Compliance with Chapter 617, F.S., (Not for Profit)
Adopted by the members and directors on April 9, 2007

ARTICLE 1. NAME

- 1.1 The name of the corporation is

The Vilasananda School of Creative Learning, Inc.

ARTICLE 2. PRINCIPAL PLACE OF BUSINESS

- 2.1 The principal place of business is:
9720 Discovery Terrace
Bradenton, Florida 34212
- 2.2 The mailing address is:
P.O. Box 21212
Bradenton, Florida 34204

ARTICLE 3. PURPOSES

- 3.1 The purposes for which this organization is organized are exclusively, religious, charitable, scientific, literary and/or educational within the meaning of section 501(c) (3) of the International Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

ADDITIONAL ARTICLE

- 3.2 Notwithstanding any provisions of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal income tax under section 501(c) (3) of the International Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law.

ADDITIONAL ARTICLE: DISSOLUTION OF THE CORPORATION

- 3.3

Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c) (3) of the International Revenue Code of 1986 or the corresponding section of any future tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ADDITIONAL ARTICLE

3.4 Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ADDITIONAL ARTICLE

3.5 In compliance with Chapter 617.012 of the Statutes of the State of Florida, and consistent with the stipulations of IRS Section 501(c)(3), the purpose of the Vilasananda School of Creative Learning, Inc is to include the purpose to establish and maintain a school dedicated and committed to creating an inspired culture which would nurture and expand spiritual growth and to create an educational arm which will research, develop, write, and publish its findings in books and on its website of the Vilasananda School of Creative Learning, Inc.. The practical knowledge will be managed as a public good and in a manner that makes educational material freely available to the general public.

ADDITIONAL ARTICLE

3.6 It is further recorded that the Vilasananda School of Creative Learning, Inc. will operate exclusively as a nonprofit corporation, the primary objectives of the foundation shall include, but not be limited to providing an institutional framework to promote, sustain and support the Vilasananda School of Creative Learning, Inc, and its services that manage all knowledge as a public good. The education and upliftment for the extended community is founded upon the principle that spiritual growth and learning are best fostered by service-oriented spiritually based individuals who share and support each other through their own personal development of elevated intention, responsibility, and contemplation.

ADDITIONAL ARTICLE

3.7 Our vision is to provide an environment to nurture and support the well-being, creative/spiritual growth of each student, the community, the extended community and offer services, determined by the membership, which manage knowledge as a public good.

ADDITIONAL ARTICLE

3.8 This corporation is organized to transact any or all lawful business for which incorporations may be organized for under the laws of Vilasananda School of Creative Learning, Inc. including but not limited to the following:

(a) To carry on any business or any other legal or lawful activity allowed by law.

(b) To acquire, own, use, convey and otherwise dispose of and deal in real or personal property or any interest therein.

(c) To manufacture, buy, sell and generally deal in goods, wares and merchandise of every class and description, both real and personal and tangible.

(d) To buy, rent, sell, manufacture, produce, assemble, distribute, repair and service any and all products or services in which the incorporation desires to engage.

(e) To do such other things as are incidental to the foregoing or desirable in order to accomplish the purpose for which the corporation was formed.

(f) To have and exercise all rights and powers that are now or may hereafter be granted to incorporations by law.

3.9 The foregoing shall be construed as objects, purposes and powers, and enumeration thereof shall not be held to limit or restrict in any manner, the powers hereafter conferred on this incorporation by the laws of the State of Florida.

ARTICLE 4. PRINCIPAL PLACE OF BUSINESS

4.1 The address of the corporations principal place of business in this state is:

9720 Discovery Terrace
Bradenton, Florida 34212

ARTICLE 5. NAME & ADDRESS OF AMENDED REGISTERED AGENT

5.1. Registered Office and Agent.

(a) AMENDED Office and Agent. The principal place of business of the Corporation and the Corporation's Registered Office shall be:

Judith A. Hood
9720 Discovery Terrace
Bradenton, Florida 34212

and the Corporation's amended Registered Agent shall be:

Judith A. Hood
9720 Discovery Terrace
Bradenton, Florida 34212

The mailing address shall be: PO Box 21212, Bradenton, Florida 34204.

(b) Changes. The Manager shall be the new Registered Agent and shall change the Registered Office, if appropriate, if the then-current Registered Agent resigns or is removed or the Manager determines to make such an appointment or change.

(c) Filing on Change. Upon the appointment of a new Registered Agent or the change of the Registered Office, the Manager shall file or cause the filing of the document required by the State of Florida as appropriate to the circumstances.

(d) General Purpose. The Company's general purpose and business is the creation and development of Vilasananda School of Creative Learning, Inc. and such other business as may be lawfully conducted by a Florida company.

ARTICLE 6. MANAGEMENT

ADDITIONAL ARTICLE THE BOARD OF DIRECTORS ARE ELECTED OR APPOINTED

6. 1: First task of the First Board.

The draft description of the Board will be the very first task of the first Board. The task is to review the description in the By-Laws, Articles of Incorporation and terms of reference. Based on this review, which will be documented and discussed by the Executive Committee and approved or altered by the Advisory Committee, should it be operational and the references will be submitted for voting approval and subsequent adoption by the Board.

6. 2:

The By-Laws, Articles of Incorporation and terms of reference will be adopted and utilized, but they will be open to comment by Vilasananda School of Creative Learning, Inc. members for a period of 6 weeks after the first membership annual meeting, at which time they will be resubmitted for voting approval and subsequent adoption by the Board with approval from the entire community.

6. 3: Board Members will serve in a volunteer capacity without remuneration since the Vilasananda School of Creative Learning, Inc.'s financial circumstances do not permit the payment of salaries. However, if the Foundation's financial circumstances permit, the Board will determine the payment of salaries, acknowledging and in alignment with ARTICLE 23 PROTECTED CLAUSES Section 6. Limit on Levels of Remuneration

6. 4. Limit on Levels of Remuneration, it is hereby declared as protected clause in perpetuity, that no single salary for any position or office in the Vilasananda School of Creative Learning, Inc., will, at any time, be higher than the prevailing P5 salary level paid to international public servants.

6. 5: The Board will represent the Vilasananda School of Creative Learning, Inc. community and act as the legal, corporate authority and responsibility for the achievement of the mission of Vilasananda School of Creative Learning, Inc.

6. 6: The Board members will promote the vision of Vilasananda School of Creative Learning, Inc. in a role of advocacy and fund-raising, and will at all time contributions to building and protecting the reputation of the school and its work.

6.7: If any decisions made by the Board turns out to be contentious or less than optimal for the Vilasananda School of Creative Learning, Inc. then the Board will be asked to explain to the Advisory Board why she/he did not work with the Executive Committee.

6. 8: Board activities will be constrained by the protected clauses of the founding By-laws and Articles of Incorporation.

6.9 Board Members serving in a volunteer capacity shall include three or more unrelated individuals selected from the community we will serve to insure that public and not private interests are protected.

**ADDITIONAL ARTICLE
NAMES AND TITLES OF OFFICERS**

6.10 Judith A. Hood shall manage the corporation until the selected Board of Directors is established.

6.11 The name and address of the person who will serve as manager/president until the annual meeting of the Board of Directors or until successors are elected and qualified is:

Judith A. Hood
9720 Discovery Terrace
Bradenton, Florida 34212

ARTICLE 7. ORGANIZER

7.1 The name and address of the organizer is:

Peggy A. Martin
6623 Pinefeather Court
Bradenton, Florida 34203

ARTICLE 8. INDEMNIFICATION

8.1 The corporation shall indemnify every manger, his or her heirs, executors and administrators, against expenses actually and reasonably incurred by him or her, as well as any amount paid upon a judgment, in connection with any action, suit or proceeding, civil or criminal, to which he or she may be made a party to by reason of having been a manager of this limited liability company.

8.2 This indemnification is being given since the manager will be requested to act by the corporation, for and on behalf of the corporation's benefit.

8.3 This indemnification shall not be exclusive of other rights to which the manager may be entitled.

8.4 The manager shall be entitled to the fullest indemnification allowed by the current law or as may be amended hereafter.

8.5 A Manager shall be liable to corporation for the following actions:

- a. A breach of his or her duty of loyalty to the limited liability company, or its members.
- b. An act or omission taken in bad faith and constituting a breach of the Manager's duty to the limited liability company.

- c. To be liable hereunder the manager(s) must have acted in a grossly negligent, malicious or intentional manner as those terms are defined at law.
- d. A transaction in which the manager benefits to the detriment of the corporation or its members.
- e. An action which the manager is liable at law for which an indemnification is not allowed.

ARTICLE 9. PROFESSIONAL SERVICE

9.1 The company is a professional corporation. The professional service that the corporation shall render is education

ARTICLE 10. CAPITAL & ADDITIONAL MEMBERS

ADDITIONAL ARTICLE

10.1 Initial Capital Contributions: The equity of the Corporation shall be based on the relative capital contributions made by the Founders, Board Members, Grants, Fundraising and various other donations. Business will not commence until it has received and agreed upon amount for operating expenses.

(a) Notwithstanding any other provisions of this agreement, the Board Members may specifically amend this agreement in writing to effect changes by unanimous consent of the Board Members and any new members.

(b) The corporation will not commence transacting any monetary official business outside of obtaining its status as a corporation and a 501(c)3 non-profit status, until a specified amount is received for the establishment of its initial operating fund consisting of money, labor done, a promissory note, or property received.

(c) Any management structure or process of establishing and running an enterprise requires financial resources. Thus, the Interim Board will be constrained in its efforts to bring about the development of its management. Therefore, a crucial strategic goal would be to raise funds to launch the foundation.

10.2 Additional Capital:

- (a) Contributions. New Board Members shall be required to make additional capital contributions to the Corporation as determined by the Board Members, the Manager and the Corporation's Registered Agent.
- (b) The Board of Directors shall fix dues and assessments which shall be paid by members of the Vilasananda School of Creative Learning, Inc. Board of Directors to show their commitment of giving. As Foundations, government agencies and individual donors are not only affected, but impressed when an agency is able to report that every member of the Board has donated each year, the Policy shall be that each Board members is a "Donor of Record"

each year, which sets an example for others. A member who is one year in arrears is not entitled to vote. A member who is in arrears for dues for two consecutive years shall be given written notice by the Executive Chair or Board Chair asking the member if the member would like to be reinstated by the Board upon such payment of back dues.

- (c) If the Board Members determine that the Corporation capital is or is soon likely to become insufficient for the conduct of the Corporation's business, the Board Members, by unanimous consent only, shall attempt to borrow funds from Members or third parties on behalf of Corporation and on such terms and conditions as are reasonable under the circumstances.
- (d) Borrowed Funds. No Board Members shall be individually or severally liable for any pro rata share (based on the Member's Percentage Interest) of (1) any indebtedness of the Corporation, with or without recourse, which may be had by the lender against any individual Member as a result of a guarantee or similar undertaking, or (2) any indebtedness of the Corporation owed to any Member, regardless of the origins of the indebtedness.
- (e) CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES' TO ENTER INTO THIS AGREEMENT.

10.3 Additional members:

- a. Additional members shall be admitted upon the written consent of three of the members.

ADDITIONAL ARTICLE

10.4. The banking arrangements will be made after receiving the agreed upon amount to use for operating expenses. On motion duly made, seconded and named, a proposal to establish a bank account at Wachovia Bank on State Road #64 and Lakewood Ranch Blvd. was unanimously approved. The resolution set forth and unanimously adopted

ADDITIONAL ARTICLE

- 10.5 Upon motion duly made, seconded and unanimously carried, a proposal to issue units of ownership to be held in a non-profit status in the corporation was made. It was resolved, that upon receipt of consideration therefore certificate representing ownership in the company issued by the Secretary as follows:

<u>Corporation</u>	<u>Name and Address</u>	<u>Interest in the</u>
	Judith A. Hood 9720 Discovery Terrace Bradenton, Florida 34212	.00%
	Peggy A. Martin	.00%

6623 Pinefeather Court
Bradenton, Florida 34203

Non-profit status

100.00%

- (a) It was further RESOLVED, That upon receipts of additional investment monies, that the interest in the company be prorated to include issued units of ownership in the Company to the non-profit status, the percentage of investment to determine the rate and percentage of pro rata share.
- (b) RESOLVED, that the Board of Directors be, and hereby are, authorized, empowered and directed to take any and all steps, and to execute and deliver any and all instruments in connection with carrying the foregoing resolutions into effect.

ADDITIONAL ARTICLE

10.6. Corporation Attorney. Members agree to discuss which attorney they will invite to be on their Board of Directors and to retain that person they will retain _____ as legal counsel for Corporation

All parties hereto have, or have been advised, to seek independent legal advice from an attorney of his or her own selection in the negotiation of this agreement. Each party fully understands the consequences of this agreement and has been fully informed of his or her right to seek independent, legal advice concerning his or her legal rights or obligations hereunder. Each party fully understands that by entering into this agreement, each is providing for the certain disposition of, relinquishment of, or modification of legal rights to which he or she may be entitled. Each party fully understands that _____, will represent only the Corporation herein and cannot and has not advised or communicated with individual Members regarding their legal rights or obligations arising out of this Agreement. Each is signing this agreement freely and voluntarily and each is intending to be bound by it.

10.5. Successors and Assigns. The terms, covenants, provisions and restrictions contained in this Agreement shall bind and inure to the benefit of the respective parties and their successors in interest, personal representatives and assigns.

10.6. Merger. All prior written or oral statements, representations and agreements between the parties with regards to the subject matter heretofore merged into this Agreement and shall not survive this Agreement.

10.7. Counterparts. This Incorporation Agreement may be executed in counterparts, all of which shall constitute the same agreement.

10.8. Notices. Any notices of change, approval, or consent that may be given or that is required to be given under the terms of this Incorporation Agreement shall be in writing, and shall be sent, return reading requested, as set forth below. Notice given by or to the attorney for either party shall be as effective as if given by or to that party.

If to Incorporation: Vilasananda School of Creative Learning, Inc.
P.O. Box 21212
Bradenton, Florida 34204

If to Officers: Judith A. Hood
9720 Discovery Terrace
Bradenton, Florida 34212

Peggy A. Martin
6623 Pinefeather Ct.
Bradenton, Florida 34203

ARTICLE 11. VOTING

- 11.1 Each percentage of membership interest has one (1) vote on each matter on which the membership interest is entitled to vote.
- 11.2 Cumulative voting is not allowed.
- 11.3 There are no preemptive rights on behalf of any Member.

ARTICLE 12. INITIAL REGULATIONS

- 12.1 The initial Regulations will be adopted by the Board of Directors.
- 12.2 The powers to alter, amend, or repeal the Regulations or adopt new Regulations is vested in the Board of Directors., subject to repeal or change by action of the Members.

ARTICLE 13. MAJORITY VOTING

- 13.1 With respect to any matter, other than the election of the Manager, for which the affirmative vote of the holders of a specified portion of the membership interest entitled to vote is required by the Vilasananda School of Creative Learning, Inc., and notwithstanding that such Act may require a portion of the membership interest entitled to vote that exceeds that specified in this Article, the act of the Members on that matter shall be the affirmative vote of the holders of a majority of the membership interest entitled to vote on that matter, rather than the affirmative vote otherwise required by such Act.

ARTICLE 14. CORPORATE ACTIONS

- 14.1 Any action required by the Vilasananda School of Creative Learning, Inc. and any amendments thereto, shall be taken at any annual or special meeting of Members of Incorporation.
- 14.2 Or any action which may be taken at any annual or special meeting of Members of the corporation, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interest having not less than the minimum number of votes that would be necessary to take such action at a meeting at

which the holders of all membership interest entitled to vote on the action were present and voted.

14.3 Any such written consent must be dated, signed and delivered in the manner required by, and shall be effective for the period specified by the Vilasananda School of Creative Learning, Inc. Incorporation and any amendments thereto, and the taking of any such action by written consent shall be subject to satisfaction of all applicable requirements of such Act.

14.4 Prompt notice of the taking of any action by Members without a meeting by less than unanimous written consent shall be given to those Members who did not consent in writing to the action.

ARTICLE 15. RESTRICTIONS ON ITS TRANSFERABILITY

15.1 The membership interest of the Corporation will be subject to restrictions on its transferability as set out in the Regulations of the Corporation, which Regulations will be kept with the records of the Corporation.

15.2 The Corporation will provide a copy of the Regulations without charge to any record holder of a membership interest upon written request addressed to the Corporation at its principal business office or its registered agent's address.

ARTICLE 16. CONTINUITY OF BUSINESS

16.1 All of the remaining members of the company may agree to continue the business upon the death, retirement, resignation, expulsion, and bankruptcy or other withdrawal of a member.

ADDITIONAL ARTICLE ARTICLE 17. AMENDMENTS

17.1 These amendments to the articles of Incorporation may and shall be amended and adapted upon the next meeting for the Board of Directors pursuant to the Vilasananda School of Creative Learning, Inc.

ADDITIONAL ARTICLE ARTICLE 18. NON-DISCRIMINATION POLICY

18.1 Vilasananda School of Creative Learning, Inc. community admits residents of any race, color, national, religious or ethnic origin to all the rights, privileges, programs and activities generally accorded or made available to all residents within the community. It does not discriminate on the basis of race, color, religion, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, athletic, spiritual and other community-administered programs.

18.2 Vilasananda School of Creative Learning, Inc. brochures, application forms,

advertisements, and catalogues dealing with admissions, programs, courses and scholarships will contain a statement of our racially non-discriminatory policy.

18.3 Our nondiscriminatory policy will be included in advertising in a newspaper of general circulation that serves all racial segments of the community at the time that Vilasananda School of Creative Learning, Inc. community is established,

18.4 Vilasananda School of Creative Learning, Inc. and its Incorporations will not discriminate in any way on the basis of race with respect to admissions; use of facilities, exercise of resident's privileges; faculty or administrative staff; housing, or scholarship or any programs.

18.5 Vilasananda School of Creative Learning, Inc. will maintain certain records according to the non-discrimination provisions contained in Section 7 of Revenue Procedure 75-50.

ADDITIONAL ARTICLE

ARTICLE 19. CONFLICT OF INTEREST POLICY

19.1 No private ennuement

Vilasananda School of Creative Learning, Inc. is designated as a non-profit-distributing entity. Vilasananda School of Creative Learning, Inc. does not exist to make money. There will be no distribution of any private ennuement (surplus profits) to any executives, employees, shareholders, or board members. If there is any surplus, it will be put into a reserve operating fund to pay for operating expenses and possible salaries.

19.2 No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ADDITIONAL ARTICLE

Adopt a conflict-of-interest policy.

20.1 Adopt a conflict-of-interest policy.

Conflict of interest policy will outline acceptable and unacceptable relationships among the organizations, its board members and its staff. Each year, senior staff and board members will be asked to sign a brief statement affirming that there are no conflicts of interest involved in carrying out their professional responsibilities. If a staff or board member does see a potential conflict of interest, they will bring it out

in the open so it does not become a problem. Signing this document will serve as a reminder of the importance of avoiding actual and potential conflicts as they carry out their responsibilities for Vilasananda School of Creative Learning, Inc.

- a) Board members will serve the organization as a whole, rather than as a special interest group
- b) Maintain independence and objectivity and do what a sense of fairness, ethics and personal integrity dictates.
- c) Never accept (or offer) favors or gifts from (or to) anyone who does business with Vilasananda School of Creative Learning, Inc.
- d) Avoid business deals with close friends, relatives, and other board members.
- e) Avoid even the appearance of a conflict of interest that might embarrass the board or organization, and disclose any possible conflicts to the Board and president in timely fashion.
- f) Adopt a procedure to assure that persons who have a conflict of interest will not have influence over the Board for setting their own compensation.
- g) Adopt a procedure to assure that persons who have a conflict of interest will not have influence over the Board regarding business deals with themselves.
- h) The founders will sign the conflict-of-interest policy and the code of ethics policy

ADDITIONAL ARTICLE

ARTICLE 21. Ethics and Accountability Program

21.1 Develop and adopt Ethics and Accountability Program

The Board will create an ethics program, endorsed by the Advisory Board, staff and board which will require annual maintenance to ensure that it remains relevant to everyone in the village and that it reflects the spiritual culture of Vilasananda School of Creative Learning, Inc. It will utilize the following steps.

21.2 The code of ethics will be simple, reasonably brief, and expressive of the mission and vision of the Vilasananda School of Creative Learning, Inc. values. A committee of key board and staff members will work together creating the code of ethics which may include the following:

- 1. Schedule annual reviews of the code.
- 2. Comply with IRS Form 990 requirements. File tax return and have it available for public inspection.
- 3. Publish an annual report.
- 4. Schedule annual reviews of all policies.
- 5. Monitor chief executive and other compensation, The Board will develop solid personnel policies and procedures, grievance protocols and clear understanding about the chief executives responsibilities to ensure legal and ethical integrity and maintain accountability. The Board will develop a defined, written process to determine a salary and also be prepared to defend it, should a paid position become needed. The process will insure that public perception can not jeopardize the future.
- 6. Maintain clear records, including minutes and reports, accurate financial statements, and other documentation of the organization's practices.
- 7. Understand the value of diversity. Board members will reflect the diversity of the communities.

21.3 Code of Ethics explained

Before our board members and staff creates our code of ethics, the Advisory Council will investigate information which will explain the rationale behind having a code of

ethics and how the specific language of the code relates to real-life problems the village might experience. Occasional board meetings may focus on specific values highlighted in our code of ethics, core values, and culture explaining what this value means to the village, and what board members should do to uphold the values of the organization.

ADDITIONAL ARTICLE

ARTICLE 22. Creation of an Advisory Board:

- 22.1 . The Advisory Board will play an advisory role complementary to the governing role of the Board. It is envisaged that the Advisory Board would have moral and spiritual authority that it uses to guide the normative, regulatory authority exercised by the Governing Board, hereinafter the 'Board'.
- 22.2. The Advisory Board itself will be assembled of a group of volunteers able and willing to serve as a 'think-tank' that will investigate and analyze key issues that are relevant to the conduct of the public service offered by the Vilasananda School of Creative Learning, Inc. The Advisory Board will focus on issues that affect the broader public in whose name Vilasananda School of Creative Learning, Inc. operates as a public good.
- 22.3 The Advisory Board will work within the following parameters, wherein its perspective will be in representation and protection of general public interests as opposed to being limited to the interests of Members of the Vilasananda School of Creative Learning, Inc. Inc membership only.
- 22.4. The Advisory Board will adopt an oversight role to monitor the work of the Vilasananda School of Creative Learning, Inc. to ensure that the school lives up to the idealism and values of its Mission, Vision and Goals. The Advisory Board will assess and monitor the extent to which the Foundation lives up to its professed Mission Statement, and the various Codes of Conduct, Statements and other goal-setting agreements and standards, both internal to the Foundation and in the context of general public expectations.
- 22.5. The Board will insure that all documents created by the Vilasananda School of Creative Learning, Inc. are honored and lived up to.
- 22.6. The Advisory Board will function as an ideas forum wherein any new idea that may be relevant to the Vilasananda School of Creative Learning, Inc. Mission and Service may be investigated with a view to the Advisory Board making a recommending submission to the Foundation's Board, thereby to attempt to influence the policy directions and work of the Foundation.
- 22.7. The Advisory Board will fulfill the role of 'wise councilor' in the subject of guiding the various avenues for spiritual growth, studies, reports, providing outreach services, charitable projects and in preparing and issuing papers intended to guide the Board, but not to direct it. The intention is to insure that no tension between public good and local interests arises, no matter how benign, and that this function would be the primary responsibility of the advisory board.
- 22.8. It would be important for the Advisory Board to be financially independent of Vilasananda School of Creative Learning, Inc. itself in order to justify and implement this impartial oversight process.

ADDITIONAL ARTICLE
ARTICLE 23 STATEMENT OF NON - POLITICAL ACTIVITY

- 23.1 . Vilasananda School of Creative Learning, Inc. as a Section 501(c)(3) incorporation will not support or oppose the election of any candidate for public office at the federal, state, or local level. Prohibited activities will include endorsements, cash or in-kind contributions (including publicity, staff time, and use of facilities or assets such as photocopiers) to candidates or political parties, working for or against a candidate, rating or evaluating candidates, and coordinating activities with organizations having political aims (such as campaign committees, PACs, and Section 501(c)(4) organizations).
- 23.2. Vilasananda School of Creative Learning, Inc. as a Section 501(c)(3) Incorporations will not set up, fund, or manage any Political Action Committee (PAC).
- 23.3 The Corporate By Laws, Articles for Incorporation of Vilasananda School of Creative Learning, Inc. do not support any political party, agenda or viewpoint and do not endorse or support any persons running for any office. We are a spiritual based group and do not support any political action of any kind.

ADDITIONAL ARTICLE
ARTICLE 24 PROTECTED CLAUSES

The following Sections of this Article describe clauses that are created by the Vilasananda School of Creative Learning, Inc. designated as 'protected clauses' that cannot be modified unless by a one hundred per cent unanimous vote by all members of the Foundation. This would be done at a special general assembly convened for the specific purpose of discussing and voting on such amendments. Changes incompatible with the Laws and Regulations of Florida, the United States and the relevant umbrella legal frameworks within the United States within which this Foundation is incorporated, shall not be open to amendment in this manner.

24.1 Spirit of Intention Clause

The Foundation's spirit of intent is that all future Bylaws and all aspects of growing the Vilasananda School of Creative Learning, Inc. will be conducted within the framework of ideals and values as stated in the By-laws, constitution and Articles of Organization and Articles of Incorporation. The spiritual values of honor, respect, reconciliation, tolerance, empowerment and service should guide all human interactions, and the basic intention be that individuals and institutions share all information and knowledge.

24.2 Membership

Vilasananda School of Creative Learning, Inc. will, in perpetuity, remain a membership based incorporation and shall not revert or convert to a form of ownership wherein members do not have the voting control over the election of the office bearers who are thereby authorized, enabled and empowered to manage the Foundation to nurture and sustain the Vilasananda School of Creative Learning, Inc., in the process of managing knowledge as a public good.

24.3 Governing Instruments

The Bylaws, Constitution, Rules of Procedures and various instruments that define Vilasananda School of Creative Learning, Inc. shall be conducted as the core documents that determine how the Foundation shall conduct its business.

24.4 Open Source

All aspects of the Vilasananda School of Creative Learning, Inc. works and achievements; its' procedures for managing knowledge and the information placed in its custody will, in perpetuity, be managed as a public good; and managed in the spirit of the open source movement of managing property.

24.5 Limit on Levels of Remuneration

Vilasananda School of Creative Learning, Inc. will eventually employ staff to operate the Foundation. To prevent any concern about levels of salaries, it is hereby declared as protected clause in perpetuity, that no single salary for any position or office in the Vilasananda School of Creative Learning, Inc. will, at any time, be higher than the prevailing P5 salary level paid to international public servants. Appointments and terms of employment will require Board approval.

ADDITIONAL ARTICLE

ARTICLE 25: Annual Meeting

25.1 Unless an alternate date shall be designated by the Chair of the Board of Directors, the Annual Community Meeting shall be held at 7:30 PM on the third Tuesday of March of each year, or, if it is a legal holiday, then on the succeeding day not a holiday.

ADDITIONAL ARTICLE

ARTICLE 26 - ORDER OF BUSINESS

- A. Roll Call.
- B. Presentation of the Minutes of the preceding meeting.
- C. Reports of Committees.
- D. Reports of Officers.
- E. Old and Unfinished Business.
- F. New Business.
- G. Adjournments.

ADDITIONAL ARTICLE

Article 27: Notwithstanding any other provision of these articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this corporation.

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

Signature/Registered Agent

Date May 9, 2007

JUDITH A. HOOD

Judith A. Hood

Having been named as incorporator to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as incorporator and agree to act in this capacity.

Signature/Incorporator

Date

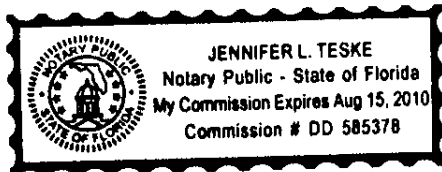
PEGGY MARTIN

Peggy A. Martin

May 9, 2007

State of Florida
County of Manatee

This instrument was acknowledged before me on May 9th 2007 by



Signature of appropriate officer

Notary's typed or printed name

My commission expires:

Notary's Seal or Stamp

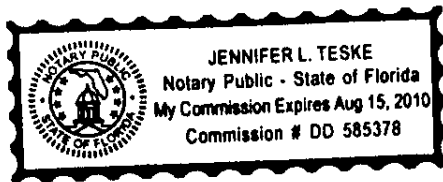
These approved and adopted resolutions amending Vilasananda School of Creative Learning, Inc. is to be submitted to State of Florida, Registration Section, Division of Corporations, P.O. Box 6327, Tallahassee, FL 32314. I state that I am familiar with the obligations of the position.

May 9, 2007 Date
Judith A. Hood
Signature of registered Agent - JUDITH A. HOOD

Signed on May 9, 2007 Judith A. Hood
JUDITH A. HOOD
Board Member - President
Signed on May 9, 2007 Peggy Martin
PEGGY MARTIN
Board Member- Vice President

State of Florida
County of Manatee

This instrument was acknowledged before me on May 9th 2007 by



Jennifer L. Teske
Signature of officer
Jennifer L. Teske
Notary's typed or printed name

My commission expires: Aug 15, 2010

Notary's Seal or Stamp

These approved and adopted resolutions amending Vilasananda School of Creative Learning, Inc. is to be submitted to State of Florida, Registration Section, Division of Corporations, P.O. Box 6327, Tallahassee, FL 32314. I state that I am familiar with the obligations of the position.

May 9, 2007 Date
Signature of registered Agent
Judith A. Hood
JUDITH A. HOOD

Enclosed is a self addressed envelope for return of documents.