

FIRST AMENDMENT TO OPERATING AGREEMENT OF TIMUCUAN FEDERATION  
LONGHOUSE, LTD. OF NATIONAL LONGHOUSE, LTD

THIS FIRST AMENDMENT TO OPERATING AGREEMENT (the "Amendment"), made by the undersigned Longhouse Officers, is made effective as of May 9, 2022, with reference to the following facts:

RECITALS

A. The undersigned are the Longhouse Officers of the Timucuan Federation Longhouse, Ltd, the activities of which are governed by the Operating Agreement of Timucuan Federation Lighthouse, Ltd, of National Longhouse Ltd, as adopted by the Timucuan Longhouse Federation Council and published by the then Federation Chief, Keith Armstrong, on January 30, 2014 (the "Agreement").

B. At a duly noticed monthly meeting of the Longhouse Council on May 9, 2022, at which a quorum of the Longhouse Council Members was present, a majority of the Longhouse Council Members voted to approve the modifications to the Agreement as set forth in this Amendment.

D. Unless otherwise defined herein, capitalized terms not otherwise defined in this Amendment shall have the same meanings as given them in the Agreement.

NOW THEREFORE, in consideration of the above recitals which by this reference are incorporated herein, the mutual covenants and conditions contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is modified as follows:

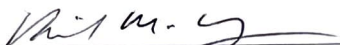
1. Article I, Section 1. Members: Article I, Section 1 of the Agreement is deleted in its entirety and replaced with the following: "The only members of this Organization (hereinafter to be known as the "Timucuan Federation Longhouse," and sometimes described herein as the "Longhouse," shall be those members who have paid their dues and submitted a membership application and had their names included on the Longhouse roster. Membership is open to **parents and/or legal guardians** of all ages, races, or religions, provided that such person agrees to this Organization's and National Longhouse, LTD's terms and conditions for membership. **Only children who are under the age of 18 on the first day of the Program year may be registered as a member. Only parents and/or legal guardians with a registered child may register themselves unless approved by the Federation Council.** Membership shall not be extended to persons who have been convicted of any crime against a child, whether or not such person is legally declared a "pedophile"."

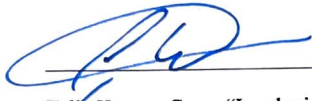
2. Article XI, Section 4. Fiscal Year: The fiscal year of the Longhouse shall be modified to be **July 1, until June 30.**

3. Survival of Terms. Except as expressly amended, all terms, conditions and obligations contained in the Agreement shall remain in full force and effect and shall have the same effect as if repeated herein in their entirety.

IN WITNESS WHEREOF, the Longhouse Council has set their hands to this Amendment on the date set forth above.

WITNESS:

  
\_\_\_\_\_  
Medicine Man, Rick "Storm Cloud" Murphy

  
\_\_\_\_\_  
Tally Keeper, Corey "Lumberjack" Wesner

FEDERATION CHIEF:

  
\_\_\_\_\_  
Steve "Red Bear" Sharpe

**OPERATING AGREEMENT OF**  
**TIMUCUAN FEDERATION LONGHOUSE, LTD OF**  
**NATIONAL LONGHOUSE LTD.**

**OPERATING GUIDELINES**

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## **NATIONAL AGREEMENT PROVISIONS**

### **ARTICLE I** **MEMBERS**

Section 1. Members. The only members of this Organization (hereinafter to be known as the "Timucuan Federation Longhouse," and sometimes described herein as the "Longhouse," shall be those members who have paid their dues and submitted a membership application and had their names included on the Longhouse roster. Membership is open to persons of all ages, races or religions, provided that such person agrees to this Organization's and National Longhouse, LTD's terms and conditions for membership. Membership shall not be extended to persons who have been convicted of any crime against a child, whether or not such person is legally declared a "pedophile."

Section 2. Member Groupings (Tribes). Members shall be categorized and assigned by the Longhouse to a neighborhood group consisting of any number of parents and their children (herein after to be known as a "Tribe"). The number of Tribes shall be such number as the Longhouse decides. The number of Tribe Members for each Tribe shall be such number as each Tribe decides or the limitation the Longhouse may impose.

Section 3. Groups of Member Groupings (Nations). If deemed necessary by the Longhouse, Tribes shall be further categorized and assigned to a grouping based upon geographic location gender, or age of the children involved, (herein after to be known as a "Nation"). The number of Nations shall be such number as the Longhouse decides, but not less than two (2).

Section 4. Gender Paring of Members. Parents and their children within each Tribe or Other Member Grouping shall all consist of only one (1) of the following four (4) possible gender-pairing combinations: fathers and sons; fathers and daughters; moms and sons; moms and daughters.

Section 5. Exceptions to General Pairing. Two or more of the above possible gender-pairing combinations may be allowed within a tribe or Other Member Grouping when a NATIONAL LONGHOUSE program or its program version permits it, or when granted by this Longhouse for the sole purpose of developing a newly formed or under-enrolled NATIONAL LONGHOUSE program, or its program version, into a self-sustaining program, or program version, that utilizes only one gender-pairing combination as originally designed by National Longhouse, Ltd.

*(Footnote: We would allow a Dad and Daughter to join a Dad and Sons Tribe only if it were believed that in doing so, it would get more Dads and Daughters to join, which would then allow them to split off and form their own Dad and Daughter Tribe and hopefully develop more Dad and Daughter Tribes.)*

Section 6. Other Member Groupings. All or a portion of the members may be categorized and assigned to other types of groupings, based upon the age of the children involved, when required by a NATIONAL LONGHOUSE program or its program version.

### **ARTICLE II** **TRIBE OFFICERS**

Section 1. Tribe Officers. Each Tribe shall nominate and elect a Tribe Officer (hereinafter to be known as a "Tribe Chief") to operate the Tribe's affairs and programs of this Organization. Each Tribe may nominate and elect additional Tribe Officers to assist with Tribe operations.

### **ARTICLE III** **NATION OFFICERS**



Section 1. Nation Officers. If Nations are deemed necessary by the Longhouse, then the Tribes for each Nation shall nominate and elect Nation Officers (hereinafter to be known as "Nation Chief") to administrate their Nation and the programs of this Organization. The number of Nation Officers shall be such number as each Nation decides, but not less than two (2), which shall consist of at least a Nation Chief and an Assistant Nation Chief. For example, additional officers may include Tally Keeper or Assistants.

#### **ARTICLE IV LONGHOUSE OFFICERS**

Section 1. Longhouse Council. Each Longhouse shall have a Longhouse Administrative Body (herein after to be known as the "Longhouse Council") which shall act as the Board of Trustees of Timucuan Federation Longhouse, LTD (hereinafter to be known as the "Council of Longhouse Officers"), and consist of:

- A.) The Longhouse Officers (ex officio); and
- B.) Two (2) Regional Advisory Lodge Representatives, unless they are otherwise a member of the Longhouse Council as a Longhouse Officer.

Section 2. Longhouse Officers. The Longhouse Officers shall consist of all persons nominated and elected to said office. The number of officers shall be such number as the Longhouse Council shall nominate and elect, but shall not be less than three (3) which shall consist of at least the following:

- A.) Longhouse President (Federation Chief). The Federation Chief shall preside at all meetings of the Longhouse Council. The Federation Chief shall be the Chief Executive Officer of the Longhouse unless otherwise determined by the Longhouse Council, and shall have general supervision over its property, business and affairs, and perform all the duties usually incident to such office, subject to the directions of the Longhouse Council. The Federation chief may execute all authorized deeds, mortgages, bonds, contracts and other obligations, in the name of the Longhouse; may appoint counsel to represent the Longhouse; and, shall have such other powers and duties as may be prescribed by the Longhouse Council.
- B.) Longhouse Recorder (Federation Tally Keeper). The Tally Keeper shall attend and keep the minutes of all meetings of the Longhouse Council. The Tally Keeper shall keep such books as may be required by the Longhouse Council, shall certify the records of the Longhouse as necessary, and shall give all notices of meetings of the Longhouse Council, provided, however, that any persons calling such meetings may, at their options, themselves give such notice. The Tally Keeper shall have such other powers and duties as may be prescribed by the Longhouse Council.
- C.) Longhouse Treasurer (Federation Wampum Bearer). The Wampum Bearer shall have the custody of the corporate funds and securities and shall provide for full and accurate accounts of receipts and disbursements in books belonging to the Longhouse and shall deposit all moneys and other valuable effects in the name and to the credit of the Longhouse in such depositories as may be designated by the Longhouse Council. Full and accurate Wampum reports shall be presented at meetings as required by the Longhouse. Wampum reports are to be archived in the permanent records of the Longhouse.
  - 1. Disbursements of Funds. The Wampum Bearer shall disburse the funds of the Longhouse as may be ordered by the Longhouse Council, taking proper vouchers for such disbursements, and shall render to the Federation Chief and the Longhouse Council, at its regular transactions as Wampum Bearer and of the financial condition of the Longhouse.

2. Bond May be Given. If required by the Longhouse Council, the Wampum Bearer shall give the Longhouse a bond (which shall be renewed annually) in such sums and with such surety or sureties as shall be satisfactory to the Longhouse Council for the restoration to the Longhouse, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind belonging to the Longhouse in the possession or under the control of said person.

Section 3. Tenure of Office. The Longhouse Officers shall hold office for a term consistent of two years to the office of which they have been elected. No Longhouse Officer shall hold more than two consecutive terms for the same office.

Section 4. Vacancies. Any vacancy that may occur in the Longhouse Council caused by death, resignation, removal or otherwise, shall be filled by the Federation Chief, subject to approval by a majority of the remaining Longhouse Council members.

Section 5. Removal. Any officer may be removed from office by the Federation Chief for substantial nonperformance of his duties as an officer.

Section 6. Compensation. No officer or member shall receive compensation for his services as officer or member, but the Longhouse may reimburse reasonable out-of-pocket expenses incurred in the performance of the officer's or member's duties.

## **ARTICLE V**

### **ELECTION OF OFFICERS**

Section 1. Election of Federation Chief. The Longhouse Council shall elect their Federation Chief at their closed annual March meeting of the Longhouse Council. The new Federation Chief shall assume their office the first of June following their election.

Section 2. Other Officers. The Federation Chief and all Nation and Tribe Chiefs may appoint such other officers and agents as its shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined annually by the Longhouse Council, Nation or Tribe.

Section 3. Officer Disclosure Statement. Each officer shall be required to complete an Officer/Volunteer Disclosure Statement which shall be submitted to the National Longhouse, Ltd. offices. Such applications shall require:

- A.) that each officer or Longhouse Chief shall consent to having a criminal background check,
- B.) an affirmative affirmation under oath that such person has not been convicted of a crime involving fraud, embezzlement, financial impropriety, moral impropriety with a child, and
- C.) an affirmative affirmation, under oath that such person has not been charged with a crime involving moral impropriety with a child whereby such charges have not yet been dismissed.

Section 4. Compensation of Officers. The officers of the Longhouse shall serve without compensation, excepting that the Longhouse may permit an officer to maintain his membership without payment of dues, or payment of dues at a reduced rate.

Section 5. Term of Office. The Officers and Longhouse Chiefs shall hold office for a term of two years. Any officer elected or appointed by the Members may be removed with or without cause at any time only by the affirmative vote of a majority of the Members. Any officer or Longhouse Chief appointed by the Federation Chief may be removed with or without cause at any time by the affirmative vote of a majority of the Longhouse Council. Any vacancy occurring in any office of the Longhouse during the course of the year shall be filled by a person designated by the Federation Chief.

Section 6. Delegation of Duties. The Federation Chief is authorized to delegate the duties of any officers to any other officer, and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.



## **ARTICLE VI**

### **MEETINGS OF THE LONGHOUSE COUNCIL**

Section 1. Place of Monthly Meetings. All monthly meetings of the Longhouse Council shall be held at the principal office of the Longhouse or at such place within or without the geographic area served by the Longhouse, as shall be designated from time to time by the Federation Chief and stated in the notice of the meeting.

Section 2. Monthly Meetings. Monthly meetings of the Longhouse Council shall be held on the second Monday of the month, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 7:00 pm, or at such other day and time as shall be designated by the Federation Chief, and transact such other business as may be properly brought before the meeting. All monthly meetings (except March) are open meetings for all members of the Longhouse to attend.

Section 3. Notice. Written notice of the monthly meetings stating the place, date and hour of the meeting shall be given to each Longhouse Council Member not less than five (5) and not more than sixty (60) days before the date of the meeting or as otherwise designated by the Federation Chief.

Section 4. Special Meetings. Special meetings of the Trustees, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the Federation Chief, or in the case of the Chief's absence, death or disability, the Federation Medicine Man, authorized to exercise the authority of the Federation Chief. Such request shall state the purpose or purposes of the proposed meeting.

Section 5. Notice of Special Meeting. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than three (3) nor more than sixty (60) days before the date of the meeting, or as otherwise designated by the Federation Chief.

Section 6. Quorum. A majority of the Longhouse Council Members present, in person or represented by proxy, shall constitute a quorum at all meeting of the Longhouse Council for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the Longhouse Council, the Longhouse Council members, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting from time to time until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or presented, any business may be transaction which might have been transaction at the meeting as originally noticed. If the adjournment is for more than thirty (30) days, or period as agreed upon by the Longhouse Council, a notice of the adjourned meeting shall be given to each Longhouse Council member of record at the meeting.

Section 7. Voting. When a quorum is present at any meeting, the vote of a majority of the Longhouse Council Members present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of statute or of the Articles of organization, a different vote is required in which case such express provision shall govern and control the decision or such question.

Additionally, each Longhouse Council member, when voting shall only be entitled to one (1) vote, notwithstanding that such person may hold more than one position as an officer of the Longhouse.

Section 8. Voting by Proxy. Whenever voting by a Longhouse Council member is referenced or permitted by proxy in these Articles, a valid proxy must be in writing or email, signed by the Longhouse Council member who is giving the proxy, and given to the person who will be voting the proxy. A copy must be provided to the Tally Keeper prior to beginning of the meeting. If the proxy is not provide to the Tally Keeper prior to the beginning of the meeting and completion of the roll call of members present, then such proxy shall be deemed invalid and may not be exercised. A proxy may be specific, based upon the issues described in the meeting announcement, or may be general in its scope for any issues that come before the Longhouse Council at the announced meeting.

Section 9. Written Consent of All Longhouse Council members. Any action required to be taken at any monthly or special meeting of Members of the Longhouse Council, or any action which may be taken at any monthly or special meeting of such Longhouse Council Members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by a two-thirds majority of all the Longhouse Council Members.

Section 10. Minutes. Minutes reports shall be kept for all meetings with each report being approved at each subsequent meeting. Minutes reports are to be archived in the permanent records of the Longhouse.

## **ARTICLE VII** **NOTICES**

Section 1. Notices. Whenever, under the provisions of the statutes or of the Articles of Organization or of this Operating Agreement, notice is required to be given to any Longhouse Council Member, it shall not be construed to require personal notice, but such notice may be given in writing, by mail, addressed to such Longhouse Council Member or Longhouse Council Members, at the address which appears on the records of the Longhouse, with first class postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail, or be e-mailed, at the address which appears on the records of the Longhouse.

Section 2. Waiver of Notice. Whenever any notice is required to be given under the provisions of the statutes or of the Articles of Organization or this Operating Agreement, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto. The attendance of the Longhouse Council Member at any such meeting without protesting, prior to or at the commencement of the meeting, the place of proper notice shall be deemed to be a waiver by him of notice of such meeting.

## **ARTICLE VIII** **COMMITTEES**

Section 1. Committees. The Longhouse Council may, by resolution passed by a majority of the whole Longhouse Council, designate one or more committees, each committee to consist of three (3) or more of the Longhouse Council Members or other Members of the Longhouse. The Longhouse Council may designate one (1) or more Longhouse Council members or other member of the Longhouse, as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent specifically provided in the resolution of the Longhouse Council, shall have and may exercise all of the powers and authority of the Longhouse Council in the management of the business and affairs of the Longhouse. No such committee shall have the power or authority to fill vacancies among the Longhouse Council Members or in any committee of the Longhouse Council. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Longhouse Council.

Section 2. Minutes. Each committee shall keep regular minutes of its meetings and report the same to the Longhouse Council when required.

## **ARTICLE IX** **PROGRAMS**

Section 1. Adopted Programs and Versions. The Longhouse shall operate as a single organization franchised through national Longhouse, Ltd. and as an affiliate of the NATIVE SONS AND DAUGHTERS PROGRAMS family programs or any other program operated by National Longhouse, Ltd. The Longhouse Council shall determine by a majority vote, which version or versions of the NATIVE SONS AND DAUGHTERS PROGRAMS family programs, or other NATIONAL LONGHOUSE program, the Longhouse shall operate and offer to its membership.



Section 2. NATIVE DADS AND SONS Program. Tribes consisting of fathers and sons shall operate under NATIVE DADS AND SONS program of the National Longhouse, Ltd. "Fathers" may be a natural father, a person who has legally adopted his son, a male legal guardian, a male foster parent, or other male adult with the written consent of the child's legal guardian.

Section 3. NATIVE DADS AND DAUGHTERS Program. Tribes consisting of dads and daughters shall operate under the NATIVE DADS AND DAUGHTERS program of the National Longhouse, Ltd. "Fathers" may be a natural father, a person who has legally adopted his daughter, a male legal guardian, a male foster parent, or other male adult with the written consent of the child's legal guardian.

Section 4. NATIVE MOMS AND SONS Program. Tribes consisting of mothers and sons shall operate under the NATIVE MOMS AND SONS program of the National Longhouse, Ltd. "Moms" may be a natural mother, a person who has legally adopted her son, a female legal guardian, a female foster parent, or other female adult with the written consent of the child's legal guardian.

Section 5. NATIVE MOMS AND DAUGHTERS Program. Tribes consisting of mothers and daughters shall operate under the NATIVE MOMS AND DAUGHTERS program of the National Longhouse, Ltd. "Moms" may be natural mother, a person who has legally adopted her daughter, a female legal guardian, a female foster parent, or other female adult with the written consent of the child's legal guardian.

## **ARTICLE X**

### **INDEMNIFICATION OF LONGHOUSE CHIEF, OFFICERS AND AGENTS**

Section 1. Scope of Indemnification. The Longhouse shall indemnify each Longhouse chief and officer, each former Longhouse chief and officer, and each person who is serving or has served at its request as a Longhouse chief, or officer of another enterprise and, may indemnify any employee or agent, any former employee or agent, and any person who is serving or has served at its request as an employee or agent or any other enterprise against expenses, including attorneys' fees, judgments, fines and amount paid in settlement, to the fullest extent from time to time permitted by the laws of the state in which the Longhouse exists, and according to any procedures and requirements of such laws, in the event any of such persons shall be made, or be threatened to be made, a party to any action, suit or proceeding, whether criminal, civil, administrative, or an investigative, by reason of serving or having served as a Longhouse chief, officer, employee or agent of the Longhouse or of another enterprise at the request of the Longhouse. As used herein, the terms Longhouse chief, officer, employee and agent shall include their heirs and personal representatives. The Provisions of this paragraph shall be limited as required by the provisions of the State of Florida for Nonprofit Corporations to the extent that the laws of the State of Florida are applicable.

Section 2. Insurance. The Longhouse is authorized to purchase and maintain insurance on behalf of any person who is or was a Longhouse chief, officer, employee or agent of the Longhouse, or its or was serving at the request of the Longhouse as a Longhouse chief, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity, or arising out of the status as such, whether or not the Longhouse would have the power to indemnify such person against such liability under the provisions of this Article.

## **ARTICLE XI**

### **GENERAL PROVISIONS**

Section 1. Monthly Report. The Federation Wampum Bearer shall present at each monthly meeting, and at any special meeting of the Longhouse Council when called for by vote of the Longhouse Council Members, a full and clear statement of the business and condition of the Longhouse. At every monthly meeting of the Longhouse council, the Longhouse Council shall cause to be presented a balance sheet and statement of profit and loss for a period one (1) month before the meeting.

Section 2. Rosters. The Longhouse shall send an updated copy of the local longhouse general membership roster within thirty (30) days of the any addition to the roster to the NATIONAL LONGHOUSE Tally Keeper. The Longhouse shall also send a roster of the Longhouse chiefs, officers and adult volunteers, with Social Security Numbers and consent to background checks no later than thirty (30) days prior to such persons taking office.

Section 3. Checks. All checks or demands for money and notes of the Longhouse shall be signed by at least two Longhouse Council Officers or such other persons as the Federation Chief may from time to time designate.

Section 4. Fiscal Year. The fiscal year of the Longhouse shall be fixed by resolution of the Longhouse Council. At this time, it's June 1, until May 31.

Section 5. Annual Audit. In addition to the monthly report, an annual audit of the Longhouse accounts shall occur. The audit is to be performed by one or more Longhouse officers, independents of the Wampum Bearer. The audit shall reconcile all receipts and disbursements in the books of the Longhouse. A report of the audit shall be presented to the Longhouse and be archived in the permanent record of the Longhouse.

Section 6. Trademark and Copyright protection. The Longhouse shall be responsible for protecting all trademarks and copyrights of National Longhouse, Ltd. during its operations. Service marks (SM), Registered Trademarks (®), Trademarks (™) copyright designations (©), and other symbols, logos, icons, or other produce identifications shall be used in accordance to procedures as prescribed by National Longhouse, Ltd.

Section 7. Amendments. The Operating Agreement may be altered, amended, repealed or replaced by an affirmative vote of a majority of the Longhouse Council empowered to vote thereon at any meeting called and held for that purpose, notice of which meeting has been given, or, vote thereon.

Notwithstanding the above permission to modify this Operating Agreement, no modifications shall be permitted, nor effective, to the National Agreement provisions or to the extent it would be inconsistent with the NATIONAL LONGHOUSE bylaws, rules and regulations, or other terms and conditions established by National Longhouse, Ltd., unless such National Agreement Provisions or NATIONAL LONGHOUSE bylaws, rules and regulations, or other terms and conditions established by National Longhouse, Ltd., are otherwise made modified and effective by National Longhouse, Ltd.

Section 8. Record Retention & Transfer. Operational and financial records of the Longhouse are to be maintained for period of time as follows. It is the duty of any outgoing leadership to transfer the respective records and paperwork to the appropriate incoming leadership.

Permanent Records: IRS-related paperwork, State and Local government-related paperwork, organizing documents, such as articles of incorporation, additional bylaws, as well as minutes of the annual board meeting and minutes that are kept for any other meeting of the Longhouse Trustees or Council.

Financial Records: Ledgers, annual reports, monthly statements, budget sheets and any other records of receipts and disbursements of the Longhouse should be kept for a period of 4 years.

Membership Records/Officer Forms: Membership records, including those recorded using paper registration forms, internal membership tracking spreadsheets and Officer Disclosure forms should be maintained for a period of 4 years.