

LAMBDA ALPHA INTERNATIONAL CHAPTER AFFILIATION AGREEMENT

An Agreement between Lambda Alpha International (“**Lambda Alpha**” or “**International**”), a not for profit incorporation incorporated under the laws of the State of Illinois in the United States of America and the proposed Chapter (hereinafter identified as the “**Chapter**”).

WHEREAS,

There is proposed a chapter of Lambda Alpha International (“**Lambda Alpha**” or “**International**”) to be known as the “Austin-Central Texas Chapter” (the “**Chapter**”); and

The Chapter may be composed of a body corporate or an association of individuals, the authorized signing officers of which have been duly granted the right on behalf thereof to acknowledge and confirm these respects;

NOW THEREFORE, this Agreement sets forth the offer and acceptance by which Lambda Alpha shall authorize by Charter to the Chapter all the right, privilege and authority under the terms of this Agreement to operate as a Chapter of Lambda Alpha as an honorary, non-political, professional organization devoted to the study and advancement of principles of land economics.

LAMBDA ALPHA AND THE CHAPTER HEREBY, for good and valuable consideration each received, agree as follows:

ARTICLE I CHAPTER PURPOSES

The Chapter subscribes to the following purposes:

- 1.1 To recognize and honor men and women locally and in all parts of the world whose achievements have contributed, directly or indirectly, to the advancement of the science of land economics, to a better understanding of the principals of land economics, or who hold important positions for the practical application of such principals and the preservation, development or better utilization of the world’s land resources;

- 1.2 To encourage and support the study of land economics and support the highest ideals of scholarship and integrity for all fields - professional, business, governmental and academic – in which land economics is studied or practiced;
- 1.3 To expand the world's knowledge in understanding of the principles of land economics and encourage and support the application of such principles to both public policy and private endeavour;
- 1.4 To take those actions and support those ideas, individually and collectively, which contribute to the enrichment of our urban and rural environment and hold benefit to sustain and improve human lives; and
- 1.5 To advance a close working bond in mutual understanding among men and women engaged in all disciplines and activities related to land economics.

ARTICLE II

CHAPTER ORGANIZATION

- 2.1 The geographic jurisdiction of the Chapter shall be as follows: the greater Austin area and the Austin-San Antonio corridor along Interstate Highway 35, which shall be understood to include Travis, Williamson, Burnet, Bastrop, Caldwell, Hays, Comal, Guadalupe and Bexar Counties, Texas.
- 2.2 No two chapters shall contain the same geographic area. Boundaries to a Chapter may be amended only in accordance with the By-laws of Lambda Alpha.
- 2.3 Local Chapters, where appropriate, shall be incorporated under state, provincial or equivalent federal or national legislation. A Chapter shall adopt Chapter By-laws which shall be generally consistent with the standard Chapter By-laws of Lambda Alpha. The Bylaws of the Chapter shall be established and maintained from the time of the issuance of its Charter and shall be consistent with and subject to the review and consideration of the International board of governors. The Chapter is to maintain adequate financial and other records regarding its operations.

- 2.4 The Chapter shall recognize and maintain the classes of membership established by the By-Laws of Lambda Alpha from time to time including active, inactive and retired members. The Chapter shall notify the International Executive Director within one (1) month of any change occurring to membership status on the membership role of the Chapter.
- 2.5 A member in good standing of a Chapter is a member of Lambda Alpha.

ARTICLE III MEMBERSHIP AND DUES

- 3.1 The Chapter shall ascribe such membership criteria as are consistent with that established from time to time by Lambda Alpha provided always that any member of Lambda Alpha shall have the right to propose for membership any individual that such member believes is qualified for membership under such criteria.
- 3.2 Proposals for membership within the geographic jurisdiction of the Chapter shall be submitted to the Chapter and the Chapter shall have the right to determine whether or not the candidate meets the qualifications of membership.
- 3.3 The dues of members within the geographic jurisdiction of the Chapter, both local Chapter dues and International dues, shall be collected in accordance with the By-laws of Lambda Alpha and in the event that the Chapter elects to collect its International member dues the Chapter shall remit promptly to Lambda Alpha the appropriate amount of the members' International dues. Lambda Alpha shall be responsible to send to the Chapter Treasurer dues collection statements prior to the end of each calendar year. Chapter dues shall be paid by a Chapter member in the currency of the jurisdiction of the Chapter. The Chapter shall pay in currency of the United States of America the International membership fee set by Lambda Alpha. The Chapter shall have sole discretion to set Chapter membership fees.
- 3.4 Lambda Alpha shall establish an initiation fee for new members and the same shall be collected by the Chapter and remitted to International and a further initiation fee may be charged by the Chapter.

- 3.5 A candidate for membership to the Chapter shall be initiated in accordance with the general requirements of the form of initiation approved by Lambda Alpha and shall not generally be initiated in absentia, regardless of circumstances. The Chapter shall be responsible for the procedure by which new members are admitted to the Chapter.

ARTICLE IV OFFICERS

- 4.1 The Chapter shall elect such officers and directors as may be required by the standard Chapter By-laws of Lambda Alpha and the laws of its jurisdiction for incorporation or associations. The President of the Chapter shall be responsible for communicating all Chapter information to Lambda Alpha and may delegate such responsibilities consistent with this obligation.

ARTICLE V CHAPTER LEADERSHIP

- 5.1 A Chapter shall be responsible for the administration, organization and conduct of the business and affairs of the Chapter. Lambda Alpha shall afford such organizational assistance to the formulation, conduct of affairs, education, communication, reporting and dissemination of information and support as determined from time to time by International for the purposes of properly carrying out the objectives of Lambda Alpha and in the interests of its Chapters.
- 5.2 The Chapter acknowledges and agrees that if in the determination of Lambda Alpha or the Chapter that the Chapter is unable to maintain an adequate number of active members or to perform its functions or responsibilities, rights and privileges in a manner consistent with the purposes of Lambda Alpha, then Lambda Alpha may, by resolution, take such action or effect such purposes, including the suspension or withdrawal of the Chapter's Charter, as may be consistent with and authorized by the By-laws of Lambda Alpha. In any and all such circumstances, the Chapter agrees that it will respect and implement such actions or purposes of which it is formally informed.

- 5.3 The Chapter acknowledges that the Executive Director of Lambda Alpha shall be responsible for maintaining communication and liaison with the Chapter and, in addition to the Chapter, maintaining accurate records relating to the current membership of the Chapter. The Chapter acknowledges and agrees that it will co-operate with the requests of the Executive Director and both Lambda Alpha and the Chapter agree to fulfil their responsibilities in a diligent and timely manner and maintain, further and enhance their responsibilities in accordance with the principles of Lambda Alpha and its By-laws.
- 5.4 The Chapter shall notify International of any change to its address or officers and directors forthwith upon such change.

ARTICLE VI LIABILITY

- 6.1 The Chapter is an affiliate of Lambda Alpha. The Chapter accepts the representational responsibilities of membership on the International board of governors in accordance with the General By-Laws of Lambda Alpha and the obligations established from time to time by the General By-laws of Lambda Alpha. The Chapter shall not have authority to obligate Lambda Alpha for any expense, obligation or liability and acknowledges and agrees that insofar as its activities extend, the Chapter is an independent entity, separate and distinct from Lambda Alpha. Lambda Alpha shall not have the authority to obligate a Chapter or its members, save and accept in accordance with the provisions of its By-laws, as amended from time to time. All newsletters, agendas, communications, speeches and presentations made by Lambda Alpha or by the Chapter, their officers or members are, save and except for administrative matters, expressed as the views of the individual and are not necessarily representative of the views or expressions of Lambda Alpha or the Chapter.
- 6.2 Neither Lambda Alpha nor the Chapter shall hold any liability one to another in respect of the affairs of each other, save and accept in accordance with the provisions of the By-laws of Lambda Alpha, as amended from time to time.

ARTICLE VII

INTERNATIONAL SERVICES

- 7.1 Lambda Alpha shall provide to the Chapter a structure of organization and resource for communicating between the members of Lambda Alpha and its constituent chapters. In this regard, Lambda Alpha shall provide research, newsletter and website information on events and affairs of the organizations and advice for the use of its members and for the general betterment for the purposes of Lambda Alpha. In turn, the Chapter shall institute a program and conduct such activities for the education, participation, camaraderie and benefit of its members commensurate with the abilities of the Chapter and consistent with Chapter purposes and defined herein. General communications to Chapter members shall be copied to the International Executive Director to the end of establishing a mechanism for notice and communication of Chapter resources and activities to all members of Lambda Alpha for their use, education and benefit.
- 7.2 It is the responsibility of the Chapter to budget, delegate and provide for the attendance of Chapter representatives at the meetings of International and the International Congress of Lambda Alpha, for the purposes of the election of officers and for reporting the activities of the Chapter and for participating in the shaping and determination of the affairs and business of Lambda Alpha.
- 7.3 Lambda Alpha shall prepare and the Chapter shall receive, review and amend its By-laws in accordance to be consistent with those prepared as the standard Chapter By-laws prepared by Lambda Alpha, as amended from time to time. The Chapter shall forthwith upon the enactment of new or revised Chapter By-laws forward the same to Lambda Alpha for review and consideration by the International By-laws Committee charged with reviewing and reporting on the conformity of such By-laws to International. The Chapter acknowledges that International, in accordance with its By-laws, shall have the right, subject to compliance with local laws affecting the Chapter, to prescribe uniform rules and procedures controlling the business and financial activities of the local Chapters, including but not restricted to record keeping requirements, reporting

requirements and requirements related to the filing of proper tax or information returns.

- 7.4 This Agreement shall be known as the affiliation agreement as between the Chapter and International.

ARTICLE VIII TERMINATION

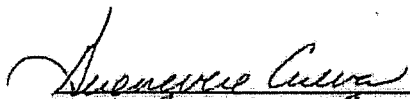
- 8.1 Lambda Alpha and the Chapter acknowledge that this Agreement constitutes the founding basis of the Chapter's relationship with Lambda Alpha effective upon its acceptance by Lambda Alpha and the issuance of the Chapter Charter. In the event of a Chapter breach of obligation hereunder, Lambda Alpha, in addition to Article V hereof, may by written notice to the Chapter ("Notice of Termination") terminate this Agreement and revoke the Chapter Charter as a Chapter member of Lambda Alpha. Upon termination of this Agreement and revocation of the Charter in accordance with By-laws of Lambda Alpha, the Chapter shall:
- (a) immediately cease use in any manner whatsoever of the name "Lambda Alpha", any abbreviation or mark thereof and any Lambda Alpha logo, all of which the Chapter specifically acknowledges are owned completely and exclusively by Lambda Alpha; and
 - (b) no longer claim any affiliation with Lambda Alpha; and
 - (c) remain liable to International for International dues, expenses or other recoveries due and owing to Lambda Alpha as of the date of the Notice of Termination.

ARTICLE IX AUTHORITY

- 9.1 We the undersigned holding office in the Chapter hereinafter indicate, represent and warrant that the Chapter has approved this Agreement and has authorized its execution on behalf of ourselves and the Chapter.

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals in accordance with the respective capacities herein set forth.

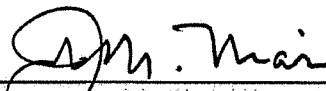
SIGNED, SEALED AND DELIVERED
in the presence of

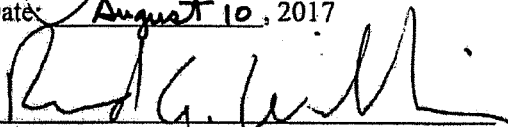

Name: Guinevere Curran
Witness

SIGNED, SEALED AND DELIVERED
in the presence of

Name: _____
Witness

THE CHAPTER


Name: James M. (Jim) Nias
Date: August 10, 2017


Name: Randy A. Williams
Date: August 9, 2017

LAMBDA ALPHA INTERNATIONAL

Name: _____
Title: _____
Date: _____, 2017

Name: _____
Title: _____
Date: _____, 2017