

EXISTING CHAPTER VERSION OPERATING AGREEMENT BETWEEN
DELTA SIGMA THETA SORORITY, INCORPORATED &
THE _____ Austin Alumnae _____ CHAPTER
OF DELTA SIGMA THETA SORORITY, INCORPORATED

The undersigned natural persons of lawful age hereby adopt the following OPERATING AGREEMENT (OA) for the purpose of the operation and governance of the _____ Austin Alumnae _____ Chapter of the Grand Chapter of the Delta Sigma Theta Sorority, Incorporated, a District of Columbia nonprofit corporation (the “Sorority”), as an unincorporated association under applicable law, and do hereby otherwise declare, acknowledge, consent and agree as follows:

Article I.Name.

The name of the unincorporated association and the name by which it shall be known is _____ Austin Alumnae _____ Chapter of Delta Sigma Theta Sorority (hereinafter the “Chapter”).

Article II.Term.

The period of duration of the Chapter’s existence shall be perpetual; provided, however, that the Chapter shall dissolve, and its affairs shall be wound up, upon the action of the Sorority to dissolve the Chapter.

Article III.Purposes and Objects.

The specific purposes and objects for which the Chapter is formed are as follows:

- (a) To engage in the cultural, educational, advocacy and service activities of the Sorority with the primary key pillar of sisterhood;
- (b) To establish, maintain and encourage the high cultural, intellectual and moral standards of the Sorority;
- (c) To conduct the operations of the _____ Austin Alumnae _____ Chapter of the Sorority, geographic location in service area(s) approved by the Sorority, and to operate in accordance with Article III of the Bylaws of the Sorority;
- (d) To assume and perform all responsibilities and obligations of said _____ Austin Alumnae _____ Chapter of the Sorority in accordance with and subject to the Constitution and Bylaws of the Sorority (including, without limitation, the responsibilities enumerated under Section 4 of Article III of the Bylaws of the Sorority (“Chapter Responsibility”), as may be amended from time to time); These responsibilities and obligations are delineated as APPENDIX “A” and

- (e) To engage in any lawful activities of any kind or character that are permitted of an unincorporated association under applicable law as may be necessary, appropriate, incidental or relating to, in furtherance of or in connection with the foregoing purposes and objectives.

Article IV. Subordinate.

For Federal income tax purposes, it is intended that the Sorority shall constitute a “central organization” within the meaning of Section 3.02 of Revenue Procedure 80-27, 1980-1 C.B. 677, as amended, restated and/or superseded by any successor provision of any subsequent revenue procedure or ruling of the Internal Revenue Service (the “IRS Group Exemption Ruling”), and that the Chapter shall constitute a subordinate chapter under the general supervision or control of the central organization Sorority with this Agreement as the Chapter’s organizing document within the meaning of Section 3.03 of the IRS Group Exemption Ruling. In furtherance of this Agreement, the Sorority shall be included in all Chapter IRS filings as a third-party beneficiary.

Article V. Management.

The management of the Chapter shall be conducted as follows:

- (a) The management of the ordinary course of the activities and affairs of the Chapter in furtherance of the purposes and objects of the Chapter shall be vested in those elected officers responsible for performing the management functions and exercising the managerial responsibilities of the Austin Alumnae Chapter of Delta Sigma Theta Sorority in accordance with and subject to the terms of the established Policies and Procedures of the Austin Alumnae Chapter of the Sorority as adopted and amended from time to time with the approval of the Sorority, so long as they do not conflict with any superior governing documents; and
- (b) The management and governance of all activities and affairs of the Chapter shall at all times be conducted in accordance with and subject to the rules and restrictions of the Constitution and Bylaws of the Sorority (including, without limitation, the provisions of Section 3 and Section 4 of Article III of the Bylaws of the Sorority, as may be amended from time to time).

The Sorority shall not be deemed to constitute an agent of the Chapter. The Chapter is hereby authorized and empowered to obtain a Federal employer identification number in the name and on behalf of the Chapter, and to obtain all permissible Federal, state and/or local registrations, licenses, permits and approvals deemed necessary or appropriate in furtherance of the purposes and objects of the Chapter. This provision shall not be constructed as authorizing chapters to incorporate. Chapters of the Sorority are specifically prohibited from incorporating.

Article VI. No Liability.

To the fullest extent permissible under applicable law, the debts, obligations or other liabilities of the Chapter, whether arising in contract, tort or otherwise, shall be solely the debts, obligations or

other liabilities of the Chapter and shall not be or become the debts, obligations or other liabilities of the Sorority regardless of the dissolution of the Chapter; and the failure of the Chapter to observe any particular formalities relating to the exercise of its powers or management of its activities and affairs shall not be a ground for imposing liability on the Sorority for the debts, obligations or other liabilities of the Chapter.

Article VII.No Fiduciary Duty.

To the fullest extent permissible under applicable law, the Sorority shall have no fiduciary duty to the Chapter (or to any other member of the Chapter).

Article VIII.Bank Accounts.

The Chapter is authorized, empowered and directed to open and maintain such bank accounts for, and in the name of, the Chapter, and to execute on behalf of the Chapter such account agreements respecting such accounts as are deemed appropriate in furtherance of the purposes and objects of the Chapter. Any corporate resolution required by any bank with respect to any such bank account is hereby adopted and approved as if set forth in full text herein.

Article IX.Fiscal Year.

The initial fiscal year for the Chapter shall be the year commencing on the date of its organization and ending June 30. Its fiscal year for succeeding years shall be the period beginning July 1 and ending June 30.

Article X.Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia, all rights and remedies being governed by said laws.

Article XI.Amendment.

This Agreement shall not be amended or modified except in a written instrument consented to and executed by the Sorority.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Operating Agreement as of October 18, 2022.

CHAPTER: Austin Alumnae Chapter
of Delta Sigma Theta Sorority, LLC.

By: Robin Blackmon
Austin Alumnae, Chapter President

SORORITY: Grand Chapter of the Delta Sigma Theta Sorority,
Incorporated

By: _____
Elsie Cooke-Holmes, National President