

Limited Liability Company Certificate of Organization

of

Unitarian Universalist Common Endowment Fund, LLC

Additional Matters

1. Purpose. The Unitarian Universalist Common Endowment Fund, LLC (the “Fund”) has been organized and shall be operated exclusively for charitable, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”). Subject to and in furtherance of the foregoing, and subject to and upon the terms of the Fund’s Operating Agreement (the “Operating Agreement”), the purpose of the Fund shall be to serve as an investment vehicle for the assets of the Unitarian Universalist Association (the “Manager”), Unitarian Universalist Congregations and such other nonprofit entities as may be specified in the Operating Agreement (“Members”) and, in furtherance thereof, to engage in such other lawful acts or activities for which limited liability companies may be organized under the Massachusetts Limited Liability Company Act. The Fund shall not engage in any business or activity not connected with the foregoing purpose. In the course of the Fund’s operation:

(a) No part of the net earnings of the Fund shall inure to the benefit of, or be distributable to, its officers, individuals involved in its management or other private persons, except that the Fund shall be authorized and empowered to pay reasonable compensation for services rendered;

(b) No substantial part of the activities of the Fund shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except to the extent permitted pursuant to an election made under Section 501(h) of the Code), and the Fund shall not participate in or intervene in any political campaign (including the publication or distribution of statements) on behalf of or in opposition to any candidate for public office; and

(c) The Fund shall be operated at all times exclusively to further the charitable purposes of the Members and shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax and described in Section 501(c)(3) of the Code.

2. Tax Status. The Fund shall elect to be taxed as a corporation under Subchapter C of the Code but shall, before commencing operations, be required to be recognized by the Internal Revenue Service as tax-exempt under Section 501(a) of the Code as an organization described in Section 501(c)(3) of the Code.

3. Merger. The Fund shall not merge with or convert to a for-profit entity.

4. Membership Qualification. Each Member of the Fund must be a charitable organization as defined in Section 3(c)(10) of the Investment Company Act of 1940 (a “Qualified Entity”).

5. Distributions only to Qualified Entities. The Fund shall not distribute any assets to a Member that has ceased to be a Qualified Entity.

6. Transferability

(a) Transfers of Member Interests. No Member shall have the right to sell, assign, transfer, exchange, pledge, encumber or otherwise dispose of or grant any right whatsoever in or to (collectively, a “Transfer”), with or without consideration, all or any part of the Membership Interest owned or held by such Member. Notwithstanding the foregoing, the Manager may give consent for a Transfer to a Qualified Entity (a “Permitted Transferee”), subject to such requirements as the Manager may reasonably impose to assure that such transfer gives rise to no adverse consequences under the Operating Agreement or to any other Member. Any Membership Interest transferred hereunder shall nevertheless remain subject to the terms of the Operating Agreement in the hands of the Permitted Transferee, and, prior to the registration of such Permitted Transferee as the record owner of such Membership Interest, the conditions set forth in the Operating Agreement must be satisfied and the Permitted Transferee must sign and deliver to the Fund a written agreement to be bound by the terms of the Operating Agreement.

(b) Admission of Transferee Members. A transferee of all or any portion of a Member’s Membership Interest (a “Transferee Member”) shall become a Transferee Member only if and when all of the following conditions are satisfied:;

(i) the Manager receives written instruments that are in form and substance satisfactory to the Manager, as determined in its discretion, including, without limitation, a counterpart signature page to the Operating Agreement duly executed by such transferee; and

(ii) such transferee furnishes the Manager with such information or documentation as the Manager may reasonably request.

(c) Required Transfers. In the event that a Member ceases to be a Qualified Entity, such Member shall be required to sell its Units to another Qualified Entity within 90 days of loss of Qualified Entity status.

7. Liquidation. Upon dissolution of the Fund, an accounting shall be made of the accounts of the Fund and of the Fund’s assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Manager shall immediately proceed to wind up the affairs of the Fund. If the Fund is dissolved and its affairs are to be wound up, the Manager shall:

(a) Sell or otherwise liquidate all of the Fund’s assets as promptly as practicable;

(b) Allocate any net profits or net losses resulting from such sales to the Members in accordance with the Operating Agreement;

(c) Discharge all liabilities of the Fund, other than liabilities to Members for dividends or distributions, and establish such reserves as may be reasonably necessary to provide for contingencies or liabilities of the Fund; and

(d) Distribute the remaining assets to the Members, either in cash or in kind, in proportion to their holdings of Units of interest in the Fund at the time of distribution, *provided* that the Fund shall not distribute any assets to a Member that has ceased to be a Qualified Entity.

8. Transfer of Assets. The Fund's assets may only be transferred to (whether directly or indirectly) any person in exchange for fair market value, as determined in good faith by the Manager or any investment adviser retained by the Manager to act on behalf of the Fund pursuant to the Operating Agreement.

9. Duty of Care; Liability. The Manager shall perform its duties in good faith, in a manner it reasonably believes to be in the best interests of the Fund and with such care as an ordinarily prudent person in a like position would use under similar circumstances. The Manager shall not be liable to the Fund or to any Member for any loss or damage sustained by the Fund or any Member unless the loss or damage was the direct result of the Manager's bad faith, gross negligence, willful misconduct or reckless disregard in the performance of its duties hereunder. In discharging its duties, the Manager shall be fully protected in relying in good faith upon the records required to be maintained under the Operating Agreement and upon such information, opinions, reports or statements by any of the Members, officers or their agents, or by any other Person as to matters the Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Fund, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Fund or any other facts pertinent to the existence and amount of Fund property from which distributions might properly be paid.

10. Amendment. Any amendments to this Certificate of Organization or the Operating Agreement must be consistent with Section 501(c)(3) of the Code.