

OPERATING AGREEMENT *of*
ONWARD CHRISTIAN COUNSELING SERVICES, LLC
A Louisiana Limited Liability Company

THIS OPERATING AGREEMENT ("Agreement") is made and entered into as of July 1, 2017, by and among Onward Christian Counseling Services, LLC, a Louisiana Limited Liability Company (the "Company") and Kelly L. Johnson, Licensed Pastoral Counselor, executing this Agreement as the sole member of the Company (the "Member") and hereby states as follows:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Formation of LLC.

The Member has formed the Company by duly filing the Articles of Organization with the Secretary of State of the State of Louisiana. The operation of the Company shall be governed by the terms of this Agreement and the applicable laws of the State of Louisiana (the "Statutes"). To the extent permitted by the Statutes, the terms and provisions of this Agreement shall control in the event there is a conflict between the Statutes and this Agreement.

2. Purposes and Powers.

a. The purposes of the Company shall be:

- i. To provide confidential, biblically-based pastoral counseling for individuals, couples, and families. The Company is committed to providing Christian counseling and education based upon the full counsel of God as set forth in Scripture, as the only reliable source of personal discovery, growth, and genuine restoration; and
- ii. To perform or engage in any and all activities and/or businesses for which limited liability companies may be engaged under the Statutes.

b. The Company shall have all powers necessary and convenient to effect any purpose for which it is formed, including all powers granted by the Statutes.

3. Duration.

The Company shall continue in existence until dissolved, liquidated or terminated in accordance with the provisions of this Agreement and, to the extent not otherwise superseded by this Agreement, the Statutes.

4. Registered Office and Resident Agent.

The Registered Office and Resident Agent of the Company shall be as designated in the initial Articles of Organization/Certificate of Organization or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time. Any such change shall be made in accordance with the Statutes, or, if different from the Statutes, in accordance with the provisions of this Agreement. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor agent.

5. Capital Contributions and Distributions.

The Member may make such capital contributions in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any capital contributions. The Member may take distributions of the capital from time to time in accordance with the limitations imposed by the Statutes.

6. Books, Records and Accounting.

a. Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by the Statutes and such books and records shall be kept at the Company's Registered Office and shall in all respects be independent of the books, records and transactions of the Member.

b. Fiscal Year and Accounting. The Company's fiscal year shall be the calendar year with an ending month of December.

7. Member's Capital Accounts.

A Capital Account for the Member shall be maintained by the Company. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

8. U.S. Federal / Louisiana State Income Tax Treatment.

The Member intends that the Company, as a single member LLC, shall be taxed as a sole proprietorship in accordance with the provisions of the Internal Revenue Code. Any provisions herein that may cause may cause the Company not to be taxed as a sole proprietorship shall be inoperative.

9. Rights, Powers and Obligations of Member.

a. Authority. Kelly L. Johnson, as sole member of the Company, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company.

- b. Liability to Third Parties. The Member shall not be liable for the debts, obligations or liabilities of the Company, including under a judgment, decree or order of a court.
- c. Rights, Powers and Obligations of Manager. The Company is organized as a “member-managed” limited liability company. The Member is designated as the initial managing member.
- d. Ownership of Company Property. The Company’s assets shall be deemed owned by the Company as an entity, and the Member shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company, one or more nominees, or in “street name,” as the Member may determine.
- e. Other Activities. Except as limited by the Statutes, the Member may engage in other business ventures of any nature, including, without limitation by specification, the ownership of another business similar to that operated by the Company. The Company shall not have any right or interest in any such independent ventures or to the income and profits derived therefrom.

10. Limitation of Liability; Indemnification.

- a. Limitation of Liability and Indemnification of Member.
 - i. The Member (including, for purposes of this Section, any estate, heir, personal representative, receiver, trustee, successor, assignee and/or transferee of the Member) shall not be liable, responsible or accountable, in damages or otherwise, to the Company or any other person for: (i) any act performed, or the omission to perform any act, within the scope of the power and authority conferred on the Member by this agreement and/or by the Statutes except by reason of acts or omissions found by a court of competent jurisdiction upon entry of a final judgment rendered and unappealable or not timely appealed (“Judicially Determined”) to constitute fraud, gross negligence, recklessness or intentional misconduct; (ii) the termination of the Company and this Agreement pursuant to the terms hereof; (iii) the performance by the Member of, or the omission by the Member to perform, any act which the Member reasonably believed to be consistent with the advice of attorneys, accountants or other professional advisers to the Company with respect to matters relating to the Company, including actions or omissions determined to constitute violations of law but which were not undertaken in bad faith; or (iv) the conduct of any person selected or engaged by the Member.
 - ii. The Company, its receivers, trustees, successors, assignees and/or transferees shall indemnify, defend and hold the Member harmless from and against any and all liabilities, damages, losses, costs and expenses of any nature whatsoever, known or unknown, liquidated or unliquidated, that are incurred by the Member (including

amounts paid in satisfaction of judgments, in settlement of any action, suit, demand, investigation, claim or proceeding ("Claim"), as fines or penalties) and from and against all legal or other such costs as well as the expenses of investigating or defending against any Claim or threatened or anticipated Claim arising out of, connected with or relating to this Agreement, the Company or its business affairs in any way; provided, that the conduct of the Member which gave rise to the action against the Member is indemnifiable under the standards set forth in Section 10(a)(i).

- iii. Upon application, the Member shall be entitled to receive advances to cover the costs of defending or settling any Claim or any threatened or anticipated Claim against the Member that may be subject to indemnification hereunder upon receipt by the Company of any undertaking by or on behalf of the Member to repay such advances to the Company, without interest, if the Member is Judicially Determined not to be entitled to indemnification.
- iv. All rights of the Member to indemnification under this Section 10(a) shall (i) be cumulative of, and in addition to, any right to which the Member may be entitled to by contract or as a matter of law or equity, and (ii) survive the dissolution, liquidation or termination of the Company as well as the death, removal, incompetency or insolvency of the Member.
- v. The termination of any Claim or threatened Claim against the Member by judgment, order, settlement or upon a plea of *nolo contendere* or its equivalent shall not, of itself, cause the Member not to be entitled to indemnification as provided herein unless and until Judicially Determined to not be so entitled.

11. Death, Disability, Dissolution.

- a. Death of Member. Upon the death of the Member, the Company shall be dissolved. By separate written documentation, the Member shall designate and appoint the individual who will wind down the Company's business and transfer or distribute the Member's Interests and Capital Account as designated by the Member or as may otherwise be required by law.
- b. Disability of Member. Upon the disability of a Member, the Member may continue to act as Manager hereunder or appoint a person to so serve until the Member's Interests and Capital Account of the Member have been transferred or distributed.
- c. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of: i) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement; or ii) The determination by the Member that the Company shall be dissolved.

12. Miscellaneous Provisions.

- a. Article Headings. The Article headings and numbers contained in this Agreement have been inserted only as a matter of convenience and for reference, and in no way shall be construed to define, limit or describe the scope or intent of any provision of this Agreement.
- b. Entire Agreement. This Agreement constitutes the entire agreement between the Member and the Company. This Agreement supersedes any and all other agreements, either oral or written, between said parties with respect to the subject matter hereof.
- c. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- d. Amendment. This Agreement may be amended or revoked at any time by a written document executed by the Member.
- e. Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and shall inure to the benefit of the parties, and their respective distributees, heirs, successors and assigns.
- f. Governing Law. This Agreement is being executed and delivered in the State of Louisiana and shall be governed by, construed and enforced in accordance with the laws of the State of Louisiana.

13. Statement of Faith.

The following statement of faith does not exhaust the extent of our beliefs. However, the Company, its sole member, and others who may in the future provide counsel on its behalf, affirm that:

- a. Holy Scriptures. The Bible shall be the ultimate authority of the Company. Any conflicts between the Bible and any governing document shall be resolved in favor of the Bible. The Bible is the inerrant and inspired word of God, written through men inspired by the Holy Spirit, and contains God's plan and will for Creation. The Bible is the ultimate authority concerning truth, morality, and the proper conduct of man. For the purposes of Company doctrine, practice, policy, and discipline the sole member shall be the interpretive authority on the Bible's meaning and application.
- b. God. There is one true living God who is intelligent, spiritual, and personal. God is omnipotent, omniscient, and most holy. God has existed from eternity past and will exist in eternity future as a triune God revealed as the Father, Son, and Holy Spirit, each of whom are distinct persons but are not divided in their nature, essence, or being.
 - i. God the Father. God the Father reigns over Creation as provider and with the purpose of demonstrating His attributes. He is also faithful in His provision for the saints and acts in a fatherly manner for all of mankind.

- ii. God the Son. Jesus Christ is the incarnation of God the Son who was conceived by the Holy Spirit, born of a virgin, lived a life without sin, died on the cross, was buried, three days later rose from the grave, appeared to the apostles, and ascended into heaven to the right hand of God the Father. Christ's death was the substitution atonement for the sins of mankind so that mankind might be reconciled with God. One day Jesus shall return to judge the living and the dead.
 - iii. God the Holy Spirit. The Holy Spirit is the person of the Trinity that inspired the authors of Scripture. The Spirit works in the hearts of mankind to bring conviction of sin, righteousness, and the judgment to come. Upon salvation, the Spirit is the agent of regeneration, sanctification, and granting of spiritual gifts. The Spirit serves to comfort, enlighten, encourage, and empower believers.
- c. Man. Man is the crowning work of God's act of creation that was formed in His image. God created both the male and female. Man was created without sin, with free will, and with perfect fellowship with God. However, man choose to sin and thus fell out of fellowship with God. This allowed sin to enter into the world and sin now affects all man, thus creating the need for a savior for all man. Only the sacrifice of Jesus Christ, provided by the grace of God, can bridge the gap created by sin and restore man to his original condition. The unique creation of man is evidence of the specialness of man and the inherent worth and dignity of each individual.
- d. Salvation. Salvation is the redeeming of man and his reconciliation with God. Salvation is offered as a free gift to anyone who will accept Jesus Christ as Lord and Savior. Salvation is only through an individual and personal faith in Jesus Christ. Salvation is both an event and a process. The process of salvation is salvation, justification, sanctification, and glorification.
- i. Salvation is the creation of a new man in Jesus Christ by the putting to death of the old man. Salvation is the response to the conviction of sin by the Holy Spirit, which consists of the choice to completely and totally turn from sin toward God and righteousness and is accompanied by committing one's self completely and without reserve to Jesus Christ. This is accompanied by an act of the Holy Spirit to change the heart from desiring sin to desiring righteousness.
 - ii. Justification is a display of God's grace in that He credits the righteousness of Jesus to the account of an individual at the moment of salvation. Justification allows the individual to be removed from a state of war and broken fellowship with God to a state of peace and fellowship with God.
 - iii. Sanctification is the process that begins with salvation and justification and lasts until death or glorification. Sanctification is the progression toward spiritual and moral maturity through the work of the Holy Spirit that distinguishes and prepares an individual for their role in God's plan.

- iv. Glorification is the final result and completion of salvation, justification, and sanctification. Glorification is the eternal state of the saints upon the completion of salvation.

- e. Marriage and Sexuality. We believe the term “marriage” has only one meaning and that is marriage sanctioned by God which joins one man and one woman in a single, exclusive union, as delineated in Scripture. We believe that God intends sexual intimacy to only occur between a man and a woman who are married to each other. We believe that God has commanded that no intimate sexual activity be engaged in outside of a marriage between a man and a woman. We believe and the Bible teaches that any form of sexual immorality, such as adultery, fornication, homosexuality, bisexual conduct, bestiality, incest, pornography or any attempt to change one’s sex, or disagreement with one’s biological sex, is sinful and offensive to God. We believe that in order to preserve the function and integrity of the Company, and to provide a biblical role model to the clients and the community, it is imperative that all persons employed by the Company in any capacity should abide by and agree to this statement on marriage and sexuality and conduct themselves accordingly. Because we believe in the biblical teaching that marriage is between one man and one woman, counseling for marriages and/or intimate relationships outside those parameters will not be performed by the Company or any Company member.

- f. Christian Compassion. We believe that all have sinned and fallen short of the glory of God, and that by His grace, God offers redemption and restoration to all who confess and forsake their sin, seeking His mercy and forgiveness through Jesus Christ. We believe that every person must be afforded compassion, love, kindness, respect, and dignity. Hateful and harassing behavior or attitudes directed toward any individual are to be repudiated and are not in accord with Scripture nor the doctrines of the Company.

- g. Statement on the Sanctity of Human Life. We believe that every human life is sacred and created by God in His image. Human life is of inestimable worth in all its dimensions, including pre-born babies, the aged, the physically or mentally challenged, and every other stage or condition from conception through natural death. We are therefor called to defend, protect and value all human life (Ps. 139.)

IN WITNESS WHEREOF, the Member has hereunto set such Member's hand as of the day and year first above written.

ONWARD CHRISTIAN COUNSELING, LLC



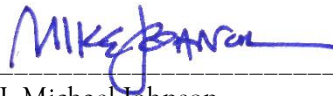
Managing Member: Kelly L. Johnson

ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF BOSSIER

On this 1st day of July, 2017, before me appeared Kelly L. Johnson, as Managing Member of this LLC Operating Agreement, who proved to me through government issued photo identification to be the above-named person, and in my presence executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.



J. Michael Johnson
Notary Public, LA Bar No. 26059
My commission is for life.