

**ARTICLES OF INCORPORATION
OF
HOGAN CHRISTIAN ACADEMY**

**FILED AND CERTIFICATE OF
INCORPORATION ISSUED**

JUN 08 1998

Rebecca McDowell Cook
SECRETARY OF STATE

We, the undersigned, being natural persons of the age of eighteen years or more and citizens of the United States of America, for the purpose of forming a not-for-profit corporation under the provisions of the Missouri Nonprofit Corporation Act, do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of this corporation is: Hogan Christian Academy

ARTICLE II

The corporation is a Public Benefit Corporation.

ARTICLE III

This corporation is organized exclusively for exempt charitable and educational purposes. The terms charitable and educational shall have the same meaning herein that they have in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Without limiting the generality of the foregoing, the purposes of this corporation shall include establishing and maintaining a primary and/or secondary school or schools to impart to regularly enrolled students thereof a complete education, through regularly scheduled curriculum and regular faculty, in all branches of learning; provided, however, that notwithstanding the foregoing enumeration of particular purposes found in this paragraph, this corporation shall not engage in any activity which may not be engaged in by a corporation which is exempt under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the comparable provisions of the Internal Revenue Code then in effect, or by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended.

No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. The corporation shall not directly or indirectly participate in, or intervene (including the publishing or distribution of statements) in, any political campaign on behalf of, or in opposition to, any candidate for public office.

No part of the net earnings or other assets of the corporation shall inure to the benefit of any director, officer, contributor, or other private individual having, directly or

indirectly, any personal or private interest in the activities of the corporation, except that the corporation shall be authorized and empowered to pay reasonable payments and expenses in furtherance of the purposes set forth herein.

ARTICLE IV

The corporation shall have the power to make contracts and guarantees and all the powers of a not-for-profit corporation under the Missouri Nonprofit Corporation Act and the above enumeration of the purposes of the corporation shall not be construed to limit or be in derogation of such statutory powers; provided, however, that none of the powers of the corporation shall be exercised to carry on activities, otherwise than as an insubstantial part of its activities, which are not in themselves in furtherance of the purposes of the corporation.

ARTICLE V

The duration of the corporation shall be perpetual.

ARTICLE VI

The names and addresses of the incorporators are:

| | <u>Name</u> | <u>Address</u> |
|----|-------------------|--|
| 1. | Stephen C. Mayer | 1038 W 103 Street Kansas City, MO 64114 |
| 2. | Rev. Mark Tolbert | 3400 Paseo Kansas City, MO 64109 |
| 3. | Jane Webb | 9539 State Avenue Kansas City, KS 66111 |

ARTICLE VII

The address of the initial registered office in the State of Missouri is 1038 W 103 Street, Kansas City, MO 64114. The name of the initial registered agent at said address is Stephen C. Mayer.

ARTICLE VIII

The corporation shall not have members as such, but in lieu thereof shall have only a self-perpetuating Board of Directors, in which Board there shall be vested all of the power and authority to supervise, control, direct and manage the property, affairs and

activities of the corporation. The rights, powers and privileges of the Directors shall be fixed in the bylaws. The bylaws of the corporation may from time to time be altered, amended, suspended or repealed, or new bylaws may be adopted, by resolution adopted by the Board of Directors at a meeting thereof.

ARTICLE IX

Indemnification

Section 1. Right to Indemnification. Subject to the provisions of Section 3 of this Article, the Corporation shall indemnify each person who is or was a director or officer of the Corporation against any and all liability, loss and expenses (including attorneys' fees, judgments, fines, excise taxes, penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection with any threatened or pending proceeding, or any investigative proceeding (hereinafter a 'proceeding'), to which such person is or was made a subject. The right to indemnification conferred in this Section shall include the right to payment or reimbursement by the Corporation, in advance of the final disposition of any such proceeding, of the expenses incurred in defending such proceeding; provided, however, that the payment or reimbursement of any such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of the person seeking such payment or reimbursement, to repay all amounts so advanced if it shall ultimately be determined that such person is not entitled to be indemnified under this Section or otherwise.

Section 2. Certain Definitions. For purposes of this Article, the following terms shall have the meanings indicated:

(a) The term "enterprise" shall include any corporation (whether for profit or not-for-profit), political action committee, partnership, joint venture, trust, benefit plan (as defined in the Employee Retirement Income Security Act of 1974, hereinafter referred to as "ERISA"), or association.

(b) A person shall be deemed to be or to have been "serving at the request of the Corporation" as a director or officer of an enterprise if (i) the enterprise is or was a subsidiary of the Corporation or is or was an employee benefit plan, or trust established or maintained by the Corporation or a subsidiary of the Corporation, and (ii) the Board of Directors did not adopt, prior to the person's acceptance of his position as a director or officer of the enterprise, a resolution stating that his or her service as such had not been requested by the Corporation, or (iii) the Board of Directors has adopted a resolution expressly declaring that the person's service as an officer or director of the enterprise is or was requested by the Corporation.

(c) The term "officer" shall include any general partner of a partnership, any trustee of a trust and any "fiduciary" (as defined in ERISA) of an employee benefit plan.

(d) The phrase "insurance policy" shall include any policy of commercial insurance and any indemnity agreement or arrangement with any enterprise.

(e) The term "subsidiary," when used with respect to the Corporation, shall include any enterprise more than 50% of the outstanding voting securities of which (or, if the enterprise has no outstanding voting securities, more than 50% of such other indicia of ownership of such enterprise as may exist) are owned of record or beneficially by the Corporation.

Section 3. Certain Limits on Indemnity. Notwithstanding anything contained in this Article to the contrary, the Corporation shall not be liable, unless otherwise provided by separate written agreement, bylaw or other provision for indemnity, to provide indemnity to any person:

(a) from or on account of conduct which is finally adjudged by a court of competent jurisdiction to have been knowingly fraudulent, deliberately dishonest or willful misconduct, or against any liability, loss or expense incurred in connection with any proceeding arising out of any such conduct;

(b) against any expense incurred in connection with any proceeding, counterclaim, cross claim or third party claim initiated or made by such person without the prior authorization of the Board of Directors;

(c) against any liability, loss or expense covered by a valid and collectible insurance policy;

(d) against any amount paid in settlement without the prior authorization of the Board of Directors, which authorization shall not be unreasonably withheld;

(e) against any liability, loss or expense incurred or suffered in connection with a criminal proceeding, or a proceeding, counterclaim, crossclaim or third party claim initiated or made by the Corporation or a subsidiary of the Corporation against such person if the Board of Directors, at any time prior to the expiration of ninety (90) days following the Corporation's receipt of a written statement of a claim for indemnity, determines to deny indemnity to such person by vote of (i) a majority of all directors in office at the time of the vote and (ii) a majority of a group of such directors which constitutes a majority of the directors in office at the time of the first action or omission of the person claiming indemnity (or, if no such action or omission is alleged, the transaction or occurrence on which the proceeding or claim is based or out of which it arises).

Section 4. Rights to Indemnity Shall be Contractual and Continuing. The provisions of this Article shall be deemed to be a contract between the Corporation and each person who serves as a director or officer of the Corporation, or at the request of the

Corporation as a director or officer of another enterprise, at any time while such provisions are in effect. The provisions of the Article shall continue in force as to a person who has ceased to be a director or officer of the Corporation or of another enterprise as to actions, omissions, transactions and occurrences during such person's service as a director or officer, and they shall inure to the benefit of such person's heirs, executors, administrators and personal representatives. Such provisions may be limited or qualified by action of the Board of Directors as to service occurring subsequent to such limitation or qualification, and as to past service in certain circumstances as provided in Section 3(e); provided, however, that neither any such limitation or qualification nor any other repeal or amendment of this Article shall affect any right or obligation then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts, except as provided in Section 3(e).

Section 5. Certain Procedural Matters.

(a) In the event any payment is made by the Corporation to or on behalf of a person entitled or claiming to be entitled to indemnity under this Article, the Corporation shall be subrogated, to the extent of such payment, to any and all rights of such person to indemnity, contribution or other payment from other persons.

(b) The Corporation shall be entitled to participate at its expense in any proceeding in connection with which a person may be entitled to indemnity under this Article, and it may assume the defense thereof with counsel satisfactory to such person unless such person reasonably concludes that there may be a conflict of interest between the Corporation and such person in the conduct of such defense.

(c) If a claim under Section 1 of this Article is not paid in full by the Corporation within ninety (90) days after a written statement of such claim is received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall also be entitled to recover from the Corporation the expense (including reasonable attorneys' fees) of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking has been delivered to the Corporation) that the claimant's conduct was knowingly fraudulent, deliberately dishonest or willful misconduct or that some other limitation under Section 3 applies, but the burden of proving any such defense shall be on the Corporation.

Section 6. Non-Exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles, any statute, bylaw, agreement, or vote of shareholders or disinterested directors, or otherwise.

Section 7. Other Employees and Agents. The Board of Directors may, by resolution, extend the benefits of this Article to selected employees and agents of the Corporation or of another enterprise who are not directors or officers. Any such extension shall be either for a definite term, or for an indefinite term that may be terminated by action of the Board of Directors without prior notice. Any person to whom the benefits of this Article are extended as herein provided shall, during the term of such extension, be deemed a director or officer of the Corporation for purposes of this Article only.

ARTICLE X

Upon dissolution of this Corporation, and after payment of all debts and satisfaction of all liabilities and obligations of the Corporation (or making adequate provision therefor), any remaining assets of this Corporation shall be distributed in accordance with applicable law to any one or more organizations selected by the Board of Directors that are qualified and would be exempt under Sections 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the comparable provisions of the Internal Revenue Code then in effect.

The foregoing shall constitute the plan of distribution upon the dissolution of the corporation.

ARTICLE XI

The corporation reserves the right to amend or repeal any provision contained in its Articles of Incorporation in the manner now or hereafter prescribed by the statutes of the State of Missouri, and all rights and powers conferred herein are granted subject to this reservation.

IN WITNESS WHEREOF, we have hereunto set our hands on this ____ day of _____, 1998.

Jane E. Wehl.
System Manager
Mark S. Tolbert

STATE OF MISSOURI)
)
COUNTY OF JACKSON) ss:

On this 7th day of June, 1998, before me, the undersigned, a Notary Public, personally appeared Stephen C. Mayer, Rev. Mark Tolbert, and Jane Webb to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Jackson County, Missouri, the day and year last above written.


Donna Novak
Notary Public

My Commission Expires:

DONNA NOVAK
NOTARY PUBLIC STATE OF MISSOURI
JACKSON COUNTY
MY COMMISSION EXP JAN. 14, 1999

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

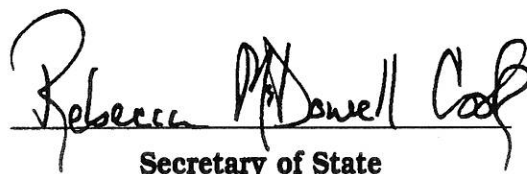
CORPORATION DIVISION
CERTIFICATE OF INCORPORATION
MISSOURI NONPROFIT

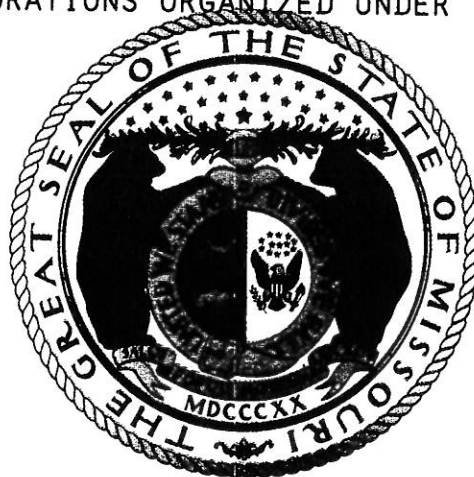
WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF
HOGAN CHRISTIAN ACADEMY

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF
STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE
REQUIREMENTS OF MISSOURI NONPROFIT CORPORATION LAW;

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE
OF THE STATE OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN
ME BY LAW, DO HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY
CORPORATE, DULY ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO
ALL RIGHTS AND PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER
THE MISSOURI NONPROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY
HAND AND IMPRINTED THE GREAT SEAL OF
THE STATE OF MISSOURI, ON THIS, THE
8TH DAY OF JUNE, 1998.


Secretary of State



\$25.00