

## LIMITED LIABILITY COMPANY AGREEMENT

### PARTIES:

FRED GUERIN (FRED)

### **Oregon Fortified Reseeding Pellets LLC**

(Each, a Member and collectively, the Managers)  
and all current members listed on Exhibit A

### AGREEMENTS:

#### 1. ORGANIZATION.

1.1. FORMATION. Effective on the date the Certificate of Formation is filed with the Secretary of State of Ore , the Members hereby form (Company) under the Ore Limited Liability Company Act, as amended (Act).

1.2. PURPOSE. The Company may engage in any lawful business.

#### 2. CAPITAL CONTRIBUTIONS.

2.1. INITIAL CONTRIBUTION. When this Limited Liability Company Agreement (Agreement) is fully signed, each Member shall make the initial contribution and hold the percentage interest in the Company (Ownership Interest) set forth on the attached Exhibit A. No interest shall accrue on any contribution and no Member shall have the right to withdraw or be repaid any contribution except approved in this Agreement.

2.2. ADDITIONAL CONTRIBUTIONS. No Member shall be required to make any additional contribution to the Company or to restore any deficit in such Member's Capital Account except as provided in this Agreement, and such deficit, if any, shall not be considered a debt owed to the Company or to any other person for any purpose.

2.3. INTEREST ON CAPITAL CONTRIBUTIONS. No interest shall be due from the Company on any Capital Contribution of any Member.

#### 3. MANAGEMENT OF THE COMPANY BUSINESS.

The business and affairs of the Company shall be managed by one or more Managers. Except as provided in this Agreement, the Managers shall be responsible for the day-to-day

operations and management of the Company and shall have the authority to take all actions on behalf of the Company. The Managers are as follows:

3.1. INITIAL MANAGERS. The initial Managers shall be Fred **Guerin**

3.2. TERM; NUMBER OF MANAGERS. Each Manager shall hold office until that Manager resigns, dies or is removed or replaced. The initial number of Managers shall be 2; provided that the number of Managers shall be modified as described in this paragraph. If either Fred **Guerin** leaves office, the other shall continue as the sole Manager. At such time as neither Fred **Guerin** holds office, the then-existing Members shall determine the number of Managers who will manage the business and affairs of the Company or shall amend this Agreement to provide for management by the Members.

3.3. QUALIFICATIONS OF MANAGERS. Managers may be individuals or entities and need not be Members.

3.4. ELECTION. Managers shall be elected by the Members.

3.5. REGULAR MEETINGS. The Managers may provide, by resolution, the time and place for holding regular meetings.

3.6. REMOVAL. Any Manager may be removed by the Members, with or without cause; provided, however, that Fred **Guerin** may be removed from office only for wilful or intentional violation or reckless disregard of the Manager's duties to the Company, as determined by the vote of those Members holding greater than 50 percent of the Ownership Interests of the Company (Majority).

3.7. RESIGNATION. A Manager may resign at any time by delivering written notice to the Members. A notice of resignation shall be effective as specified in Paragraph 13.5. (*Notices*), unless the notice specifies a later effective date. The resignation of a Manager who is also a Member shall not affect the Manager's right as a Member and shall not constitute a withdrawal as a Member.

3.8. ACTION BY THE MANAGERS. The Managers may provide, by notice, the time and place for holding regular meetings. Action taken without a meeting shall be effected by one (1) or more written consents signed by all of the Managers. The action taken shall be effective when the last Manager signs the consent, unless the consent specifies a different effective date.

3.9. INDEMNIFICATION. The Company shall indemnify each Manager for all losses, liabilities and expenses incurred in connection with the Company business to the fullest extent allowed by law; provided, however, that no Manager shall be indemnified for any liability arising out of the Manager's fraud, bad faith, willful misconduct or gross negligence.

# LIMITED LIABILITY COMPANY AGREEMENT

## TABLE OF CONTENTS

1.	ORGANIZATION	1
	1.1. FORMATION	1
	1.2. PURPOSE	1
2.	CAPITAL CONTRIBUTIONS	1
	2.1. INITIAL CONTRIBUTION	1
	2.2. ADDITIONAL CONTRIBUTIONS	1
	2.3. INTEREST ON CAPITAL CONTRIBUTIONS	1
3.	MANAGEMENT OF THE COMPANY BUSINESS	1
	3.1. INITIAL MANAGERS	2
	3.2. TERM; NUMBER OF MANAGERS	2
	3.3. QUALIFICATIONS OF MANAGERS	2
	3.4. ELECTION	2
	3.5. REGULAR MEETINGS	2
	3.6. REMOVAL	2
	3.7. RESIGNATION	2
	3.8. ACTION BY THE MANAGERS	2
	3.9. INDEMNIFICATION	2
	3.10. CONFLICT OF INTEREST	3
4.	RIGHTS AND DUTIES OF MEMBERS	3
	4.1. MEMBERSHIP RIGHTS	3
	4.2. VOTING	3
	4.3. LIABILITY OF MEMBERS	3
	4.4. INDEMNIFICATION	4
	4.5. CONFLICTS OF INTEREST	4
5.	ALLOCATIONS	4
	5.1. PROFITS AND LOSSES	4
	5.2. CHANGE IN INTEREST DURING YEAR	4
6.	DISTRIBUTIONS	4
	6.1. DISTRIBUTIONS FOR TAXES	4
	6.2. ADDITIONAL DISTRIBUTIONS	4
	6.3. RESTRICTION	5
	6.4. SHARES	5

7.	ASSIGNEES AND ADDITIONAL MEMBERS	5
7.1.	RIGHTS OF ASSIGNEES	5
7.2.	RIGHTS AND LIABILITIES OF ASSIGNOR	5
7.3.	ADDITIONAL MEMBERS	5
8.	TRANSFER OF OWNERSHIP INTERESTS	5
8.1.	PERMITTED TRANSFERS	5
8.2.	OTHER TRANSFERS PROHIBITED	6
8.3.	RIGHT OF FIRST REFUSAL	6
8.4.	FAILURE TO MAKE OFFER	7
8.5.	OPTION TO PURCHASE	7
8.6.	MANDATORY PURCHASE	7
9.	PURCHASE PRICE AND TERMS	7
9.1.	PURCHASE PRICE	7
9.2.	PAYMENT TERMS	8
9.3.	CLOSING	8
9.4.	LIFE INSURANCE	8
10.	TERMINATION OF MEMBERSHIP	8
10.1.	TERMINATION	8
10.2.	RIGHTS OF FORMER MEMBER	9
11.	DISSOLUTION AND WINDING UP	9
11.1.	DISSOLUTION	9
11.2.	EFFECT OF DISSOLUTION	9
11.3.	DISTRIBUTION OF ASSETS ON DISSOLUTION	9
11.4.	WINDING UP AND CERTIFICATE OF DISSOLUTION	10
12.	TAX MATTERS	10
12.1.	CAPITAL ACCOUNTS	10
12.2.	LIQUIDATING DISTRIBUTIONS	10
12.3.	ELECTION TO ADJUST BASIS	10
12.4.	TAX MATTERS PARTNER	10
13.	MISCELLANEOUS PROVISIONS	10
13.1.	NO PARTNERSHIP INTENDED FOR NON-TAX PURPOSES	10
13.2.	RIGHTS OF CREDITORS AND THIRD PARTIES	11
13.3.	SUCCESSORS AND ASSIGNS	11
13.4.	LITIGATION EXPENSES	11
13.5.	NOTICES	11
13.6.	SEVERABILITY	11
13.7.	AMENDMENT	11

13.8	ENTIRE AGREEMENT	11
13.9	COUNTERPARTS	11

3.10. CONFLICT OF INTEREST. A Manager does not violate a duty or obligation to the Company merely because the Manager's conduct furthers his or her own interest. A Manager may lend money to and transact other business with the Company. The rights and obligations of a Manager who lends money to or transacts business with the Company are the same as those of a person who is not a Manager, subject to other applicable law. No transaction with the Company shall be voidable solely because a Manager has a direct or indirect interest in the transaction if the transaction is approved or ratified by the other Manager(s), after full disclosure of the Manager's interest in the transaction.

#### 4. RIGHTS AND DUTIES OF MEMBERS.

4.1. MEMBERSHIP RIGHTS. Each Member shall be entitled to one vote equal to his or her Ownership Interest on each matter that is submitted to the Members by the Managers and on each of the following matters which are reserved for the Members (Membership Rights):

- a. Admission of a new Member, which shall require the consent of a Majority of the Members;
- b. Expulsion of a Member, which shall require unanimous consent of the remaining Members;
- c. Amendment of this LLC Agreement;
- d. The election or removal of a Manager;
- e. The merger or sale of substantially all the assets of the Company; and
- f. The complete liquidation and dissolution of the Company.

Except as provide above, no Member acting in his or her capacity as a Member shall have the right or power to participate in the management of the Company or to act for or bind the Company in any way.

4.2. VOTING. Action requiring a vote of the Members may be taken at the meeting or without a meeting. Unless otherwise provided in this Agreement, membership decisions shall be made by the Members holding greater than a Majority of the Ownership Interests.

4.3. LIABILITY OF MEMBERS. Except with respect to the initial contribution and any agreed-to additional contributions, a Member shall not be liable for any Company liabilities, whether to the Company, to the other Members or to creditors of the Company, beyond that Member's share of accumulated but undistributed net profits, and the amount of any distributions (including the return of any contribution) made to that Member that is required by law to be returned to the Company. The Company's failure to observe any formalities or requirements in exercising its powers of management shall not be grounds for imposing personal

liability on any Member for Company liabilities.

4.4. INDEMNIFICATION. The Company shall indemnify each Member for all loss, liability or expense in connection with the business of the Company, to the fullest extent allowed by law.

4.5. CONFLICTS OF INTEREST. A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member may lend money to and transact other business with the Company. The rights and obligations of a Member who lends money to or transacts business with the Company are the same as those of a person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction, if the transaction is approved or ratified by all of the other Members after full disclosure of that Member's interest in the transaction.

## 5. ALLOCATIONS.

5.1. PROFITS AND LOSSES. Except as may be required by Section 704(c) of the Internal Revenue Code of 1986, as amended (Code), the Company's profits and losses, and all items of income, gain, loss, deduction and credit (collectively, Tax Items), shall be allocated among the Members in proportion to their Ownership Interests.

5.2. CHANGE IN INTEREST DURING YEAR. If during any taxable year of the Company there is a change in any Member's Ownership Interest, each Member's share of Tax Items for the year shall be determined, unless the Members agree otherwise, by (a) assigning the Tax Items to the portions of the taxable year before and after the change based on the portion of the taxable year that has elapsed before the change and (b) allocating the Tax Items to Members according to their varying Interests during the year. The assignment and allocation shall be made in a manner that complies with Code § 706(c) and (d) and the Treasury regulations (Treas. Reg.) thereunder.

## 6. DISTRIBUTIONS.

6.1. DISTRIBUTIONS FOR TAXES. If funds are reasonably available, the Company shall distribute to Members at least quarterly the amount that Managers determine is sufficient to pay income taxes on the Members' shares of the Company's taxable income.

6.2. ADDITIONAL DISTRIBUTIONS. The Company shall make additional distributions as determined by the Managers, taking into account the Company's business and financial needs.

6.3. RESTRICTION. Unless otherwise permitted by the Act, no distribution may be made to any Member if the Managers determine that, after giving effect to the distribution, either (a) the Company would not be able to pay its debts as they become due in the ordinary course of business or (b) the fair value of the Company's total assets would not at least equal its total liabilities.

6.4. SHARES. Distributions to Members shall be shared by the Members in proportion to their Ownership Interests on the date the Managers approve the distribution. Distributions on dissolution of the Company shall be allocated among the Members in proportion to their positive Capital Account balances, as provided in Paragraph 12 (*Tax Matters*).

## 7. ASSIGNEES AND ADDITIONAL MEMBERS.

7.1. RIGHTS OF ASSIGNEES. Except as otherwise provided in this Agreement, if a Member assigns all or any portion of the Member's Ownership Interest to a non-Member, the assignee (Assignee) will have no Membership Rights unless admitted as a Member. The Assignee will have only the right to receive the distributions and allocations of Tax Items attributable to that Ownership Interest.

7.2. RIGHTS AND LIABILITIES OF ASSIGNOR. Upon assignment of a Member's entire Ownership Interest, the assignor will cease to have Membership Rights. However, the assignor shall not be released from any liability to the Company that may have existed before the assignment and shall not be relieved of any fiduciary duties the assignor otherwise continues to owe to the Company or the other Members. Upon assignment of a partial Ownership Interest, the assignor shall have Membership Rights only to the extent of the Ownership Interest retained.

7.3. ADDITIONAL MEMBERS. Assignees or other persons may be admitted as Members only with the prior written consent of a Majority of the Members (excluding the 10% currently available as shown in Exhibit A). However, an Assignee who receives an Ownership Interest from the only remaining Member of the Company shall automatically be admitted as a Member. To be admitted, a new Member shall deliver to the Company a written agreement to be bound by this Agreement and (unless the new Member is an Assignee) shall make a capital contribution in an amount reasonable required by the other Members. Upon admission of a new Member and determination of his or her Ownership Interest, the existing Members' Ownership Interest shall be adjusted proportionally.

## 8. TRANSFER OF OWNERSHIP INTERESTS.

8.1. PERMITTED TRANSFERS. A Member or Assignee may transfer any portion of his or her Ownership Interest to:

- a. Any other Member;



- b. Any other person with the consent of a Majority of the Members;  
or
- c. Any person who purchases an Ownership Interest in accordance with Paragraph 8.3 (*Right of First Refusal*).
- d. Any trust controlled by a Member or to children of a Member, in which case the Member will retain the voting rights.

Each of the above shall be referred to as a permitted Transferee. To be admitted as Members, the above persons shall deliver to the Company a written agreement to be bound by this Agreement.

8.2. OTHER TRANSFERS PROHIBITED. Except as set forth in Paragraph 8.1 (*Permitted Transfers*), no Member or Assignee may transfer any portion of his or her Ownership Interest to any other person, including, but not limited to, any transfer to a former spouse upon the legal separation or the divorce of a Member. Each Member acknowledges the reasonableness of this prohibition in view of the Company's purpose and the Members' relationship to one another. Transfer of any Ownership Interest(s) in violation of this prohibition shall be void and of no force or effect.

### 8.3. RIGHT OF FIRST REFUSAL.

a. If a Member (Selling Member) receives a bona fide written offer (Purchase Offer) from a third party to purchase or if the Selling Member wishes to give or otherwise transfer any portion of his or her Ownership Interest (Offered Interest) to a third party, then before transferring the Offered Interest, the Selling Member shall give the Company and the other Members a notice (Offer) that includes a copy of the Purchase Offer (if applicable) and offers to sell the Offered Interest to the Company and the other Members on the terms set forth in the Purchase Offer or on the terms set forth in Paragraph 9 (*Purchase Price and Terms*), whichever applies.

b. The Offer may be accepted as follows:

(1) Within 30 days after the date that notice of the Offer is given, the Company may accept the Offer by giving notice to the Selling Member.

(2) If the Company does not accept the Offer within that 30-day period, the other Members shall have 30 days in which to accept the Offer by giving notice to the Selling Member. If more than one Member wishes to accept the Offer, then each Member shall be entitled to purchase a share of the Offered Interest proportionate to his or her Ownership Interest, disregarding the Selling Member's Ownership Interest.

In no event shall the Selling Member be required to sell less than all of the Offered Interest.

c. If neither the Company nor the other Members accept the Offer, the Selling Member may transfer the Offered Interest to the third party on the terms and conditions of the Offer within 120 days after the Offer date.

8.4. FAILURE TO MAKE OFFER. If a Selling Member transfers an Offered Interest to a third party without first making an Offer to the Company and the other Members, the transfer shall be void. The Company or any of the other Members may demand, by notice, to purchase the Offered Interest pursuant to Paragraph 8.3 (*Right of First Refusal*) from the Selling Member, or the third party, or both.

8.5. OPTION TO PURCHASE. Upon a termination of membership under Paragraph 10.1.a, b, c or d (*Termination*), as applicable, the Company and the remaining Members shall have an option to purchase all, but not less than all, of the former Member's Ownership Interest at the price and on the terms set forth in Paragraph 9 (*Purchase Price and Terms*), as follows:

a. Within 30 days after the date of termination, the Company may exercise its option to purchase the former Member's Ownership Interest by giving notice to that Member.

b. If the Company does not give notice to the former Member within that 30-day period, the remaining Members shall have 30 days in which to exercise their option by giving notice to that Member. If more than one Member wishes to purchase the former Member's Ownership Interest, then each Member shall be entitled to purchase a share of that Ownership Interest proportionate to his or her Ownership Interest, disregarding the former Member's Ownership Interest.

In no event shall the former Member be required to sell less than all of his or her Ownership Interest.

8.6. MANDATORY PURCHASE. On the death or legal incompetency of a Member who is a natural person, unless the Ownership Interest passes to a Permitted Transferee, the Company shall purchase the deceased Member's Ownership Interest at the price and on the terms set forth in Paragraph 8 (*Purchase Price and Terms*).

9. PURCHASE PRICE AND TERMS. If the Company or a Member purchase a Member's Ownership Interest pursuant to Paragraph 8.5 (*Option to Purchase*) or 8.6 (*Mandatory Purchase*), or pursuant to Paragraph 8.3 (*Right of First Refusal*) when there is no Purchase Offer, the purchase shall be at the price and on the terms set forth below.

9.1. PURCHASE PRICE. The purchase price shall be equal to the Member's Ownership Interest multiplied by the value of the Company. The value of the Company shall be determined by agreement of the selling party and the remaining Members. If the parties cannot

agree within 20 days after the date that notice of intent to purchase an Ownership Interest is given, or the date of termination of membership, as applicable, then either party may, by notice, require the value of the Company to be determined by appraisal as follows:

a. If, within 15 days after notice, the parties agree on an appraiser, that appraiser shall determine the fair market value of the Company. Each party shall pay one-half of the appraiser's fee and expenses.

b. If the parties are unable to agree on an appraiser, each party shall select an appraiser. Those two appraisers shall each determine the fair market value of the Company. If the difference in their determinations is less than 10 percent, the average of the two appraisals shall be the value of the Company. If the difference is more than 10 percent, then the two appraisers shall appoint a third appraiser, who shall choose one of the first two appraisals as the value of the Company. Each party shall pay the fees and expenses of the appraiser designated by that party and one-half of the third appraiser's fees and expenses.

9.2. PAYMENT TERMS. The purchase price shall be paid in full at closing.

9.3. CLOSING. The closing shall take place within 30 days after the date the purchase price is determined, at a time set by the purchaser(s).

9.4. LIFE INSURANCE. The Company may insure the life of any Member for purposes of this Agreement, in such amounts as the Company determines, and the Company may name itself as beneficiary of any policies purchased. Any proceeds received under any such policy shall be held by the Company in trust for purposes of this Agreement. The Company shall be the sole owner of any such policies and may apply to the payment of premiums any dividends declared and paid on the policies.

## 10. TERMINATION OF MEMBERSHIP.

10.1. TERMINATION. A person shall cease to be a Member on the occurrence of any of the following events (each, a Withdrawal):

a. The Member's voluntary withdrawal; provided, however, that no Member may withdraw without the consent of a Majority of the remaining Members;

b. The expulsion of the Member by a court as provided in the Act;

c. The bankruptcy of the Member (as defined in the Act);

d. In the case of a Member that is a legal entity, the dissolution of the Member or other event terminating the Member's existence;

e. In the case of a Member who is a natural person, the death or legal incompetency of the Member.

f. Assignment of the Member's entire Ownership Interest; or

g. As otherwise provided in the Act.

10.2. RIGHTS OF FORMER MEMBER. A person whose membership in the Company has terminated shall be considered an Assignee of that person's Ownership Interest, and shall have all the rights, duties and obligations of an Assignee described in Paragraph 7.1 (*Rights of Assignees*).

## 11. DISSOLUTION AND WINDING UP.

11.1. DISSOLUTION. The existence of the Company shall be perpetual. Notwithstanding the foregoing, the Company shall be dissolved and its affairs wound up on the occurrence of any of the following events:

a. The consent of a Majority of the Members;

b. At such time as the Company has no Members;

c. The administrative dissolution of the Company by the Oregon Secretary of State, unless the Company is reinstated as provided in the Act; or

d. The entry of a decree of judicial dissolution under the Act.

The occurrence of a Withdrawal or any other event which otherwise terminates the continued membership of a Member under RCW 25.15.130 shall not result in the dissolution of the Company or trigger any requirement by the Company or the remaining Members to purchase the withdrawing Member's Ownership Interest, except as otherwise provided in this Agreement.

11.2. EFFECT OF DISSOLUTION. On dissolution, the Company shall cease carrying on (as distinguished from the winding up of) the Company's business. However, the Company is not terminated, and continues until the winding up of the Company's affairs is completed.

11.3. DISTRIBUTION OF ASSETS ON DISSOLUTION. On winding up of the Company, the Company's property shall be distributed in the following order:

a. To creditors, including Members and former Members who are creditors, to the extent permitted by law, in satisfaction of Company liabilities other than liabilities for distributions to Members due under this Agreement;

b. To Members and former Members in satisfaction of the Company's obligations for distributions due under this Agreement; and

c. To Members according to Members' positive Capital Account balances, as provided in Paragraph 11 (*Tax Matters*).

11.4. WINDING UP AND CERTIFICATE OF DISSOLUTION. The winding up of the Company shall be completed when all of the Company's debts, liabilities and obligations have been paid and discharged or reasonable adequate provision has been made therefor, and all of the Company's remaining property and assets have been distributed to the Members. On completion of winding up of the Company, the former Members shall deliver a certificate of dissolution to the Oregon Secretary of State for filing.

## 12. TAX MATTERS.

12.1. CAPITAL ACCOUNTS. The Company shall maintain a capital account (Capital Account) for each Member on a cumulative basis in accordance with federal income tax accounting principles in Treas. Reg § 1.704-1(b)(2)(iv) or any successor provision.

12.2. LIQUIDATING DISTRIBUTIONS. If any Member's interest in the Company is liquidated within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(g), liquidating distributions shall be made, as provided in Treas. Reg. § 1.704-1(b)(2)(ii)(b)(2), in accordance with that Member's positive Capital Account balance, determined after taking into account all Capital Account adjustments for the Company taxable year during which the liquidation occurs by the later of the end of such taxable year or within 90 days after the date of the liquidation.

12.3. ELECTION TO ADJUST BASIS. The Members may cause the Company to file an election in accordance with the applicable Treasury regulations under Code § 754 to cause the basis of the Company's assets to be adjusted for federal income tax purposes as provided by Code § 734(b) or 743(b).

12.4. TAX MATTERS PARTNER. The Members shall designate one Member as the "tax matters partner" for the Company in accordance with the Code.

## 13. MISCELLANEOUS PROVISIONS.

13.1. NO PARTNERSHIP INTENDED FOR NON-TAX PURPOSES. The Members have formed the Company under the Act, and do not intend to form a general, limited or limited liability partnership under Oregon law. The Members do not intend to be partners to one another or as to any third party. To the extent any Member, by word or action, represents to another person that the other Members are partners or that the Company is a partnership, the Member making the wrongful representation shall be liable to the other Members who incur personal liability by reason of the wrongful representation.

13.2. RIGHTS OF CREDITORS AND THIRD PARTIES. The Members are entering into this Agreement for their exclusive benefit and the benefit of their respective successors and assigns. This Agreement is not intended for the benefit of any creditor or any other person.

13.3. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors, assigns, heirs and legal representatives. However, nothing in this Paragraph 13.3 shall be construed as modifying in any way the transfer restrictions in this Agreement.

13.4. LITIGATION EXPENSES. If any legal proceeding is commenced to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover his or her reasonable attorneys' fees at trial and on any appeal, in addition to the costs and disbursements allowed by law.

13.5. NOTICES. Any notices required or permitted under this Agreement shall be in writing and shall be deemed effectively given (a) when personally delivered to the party notified; (b) two days after deposit in the United States mail, by certified or registered mail, postage prepaid, return receipt requested; or (c) when transmitted by fax, with confirmed transmission; in any case addressed to the party to be notified at the address shown on the Company's records.

13.6. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

13.7. AMENDMENT. This Agreement may be amended only by the written agreement of a majority of the Members.

13.8. ENTIRE AGREEMENT. This Agreement and the exhibits to this Agreement embody the parties' entire agreement and understanding with respect to the transactions contemplated by this Agreement and supersede all prior agreements and understandings, written or oral, relating to matters provided for in this Agreement. See the Company's Business Plan attached in Exhibit B.

13.9. COUNTERPARTS. This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

**EXHIBIT A**

**Capital Contributions and Ownership Interests**

**Name and Address of Member**

**Initial Contribution**

**Ownership Interest**

---