

LIMITED LIABILITY COMPANY AGREEMENT

FOR SALES CORPS, LLC,

A NEW HAMPSHIRE LIMITED LIABILITY COMPANY

This Limited Liability Company Agreement is made as of _____, 2011, by the Company and the persons listed on Schedule A.

BACKGROUND

1. The Members intend to form a limited liability company, to be named Sales Corps, LLC (the "LLC" or the Company@), under the New Hampshire Limited Liability Company Act , RSA 304-C (the "Act"), for the principal purpose of conducting sales of building materials and supplies.

2. This Agreement sets forth the understanding among the Members, and any additional persons who may become members, concerning, among other things, their rights and duties among themselves and with the Company.

TERMS AND CONDITIONS

The Members, intending to be legally bound, agree that:

I. Formation of the Company.

A. Effective date of Agreement: Formation of Company . The Agreement shall become effective upon the later of the filing and acceptance of the Certificate of Formation with the Secretary of State of New Hampshire or upon execution of the Agreement by all Members.

B. Admission of Original Members as Members. Immediately upon the formation of the Company, its Members (as defined in section II.B.1.) shall include the Original Members.

C. Admission of Company as Party to Agreement . Promptly after the formation of the Company, the Managers, or a duly authorized officer of the Company, shall sign this Agreement on behalf of the Company, and the Company shall become a party to this Agreement.

D. Company Powers. The Company shall have all powers identified in the Act, section 7, II.

II. Members.

A.

1. Voting Units. Voting units represent the right to vote as a member. No member shall have more than one voting unit;

B.

1. Members : Each Member will be a voting member, and will hold one Voting Unit., Members shall include the Original Members and such other members as are chosen in accordance with section II.D.1.

E.

1. Evidence of Membership . The Company will not issue any certificates of units, but will at the written request of a member provide certified statements of the number of Voting Units owned by the member company.

F. New Members; Transfers of Interests.

1. New Members. No person may become a member without the consent of sixty- six percent (66%) of the Members.

2. Transfers of Memberships and Interests . Except with the consent of the sixty- six percent (66%) of the Members, no Member shall transfer to a third party or to another Member any interest. Membership interests are not assignable.

G. Acts of Members and Member Meetings .

1. Acts of Members . Except to the extent that the Act or this agreement require otherwise, an act of the Members consists of either:

a. A majority vote of the members present at a properly called meeting of the Members, when a quorum is present, or

- b. Written action without a meeting, as provided below.

2. Meetings

- a. Annual Meeting. The Members will meet at least annually at a time and place determined by the Management Committee.

- b. Special Meetings. The President or the Management Committee may call a special meeting of the Members for any purpose. A member may request a special meeting, by written notice to the President, in accordance with section 24 VIII of the Act, if no such meeting has occurred within the prior 240 days of the member's request.

- c. Action Without a Meeting. Any action required or permitted to be taken by the Members may be taken without a meeting by written action signed by the number of Members equal to the number that would be required to take the same action at a meeting of the Members at which all Members were present. When written action is taken by less than all Members, the Company will notify all Members of the action's text and effective date. Failure to provide the notice does not invalidate the written action.

- d. Telephone Meeting. Telephone meeting of the members may be called by or at the request of the president or the Management Committee. The meeting shall be held by means of conference telephones or similar communications equipment by which all persons participating can hear each other, and such participation shall constitute presence at the meeting.

- e. Notice of Meetings. Written notice of each meeting of the Members, stating the date, time, and place and, in the case of a special meeting, the purpose or purposes, shall be given to every Member at least thirty (30) days prior to the meeting, except that a meeting called by a member under section 24 VIII of the Act shall require only thirty (30) days notice, and notice of a telephone meeting shall require only fourteen (14) days notice. The business transacted at a special meeting of Members is limited to the purposes stated in the notice of the meeting.

- f. Location and Conduct of the Meetings; Adjournments. Meetings may be held at any location within or outside of the United States as is reasonably convenient to the Members. Meetings, once convened, may be adjourned to a specific time and place without further notice.

3. Waiver of Notice.

a. A Member may waive notice of the date, time, place, and purpose or purposes of a meeting, by waiver made before, at, or after the meeting, in writing, orally, or by attendance.

b. Attendance by a Member at a meeting is a waiver of notice of that meeting, unless the Member objects at the beginning of the meeting to the transaction of business because the meeting is not properly called or convened, or objects before a vote on an item of business because the item may not properly be considered at that meeting, and does not participate in the consideration of the item at that meeting.

4. Proxies. Members may vote by written proxy delivered to the President before the meeting. A member may not grant or appoint an irrevocable proxy.

5. Quorum. For any meeting of the Members, a quorum consists of a majority of the members. If a quorum is present when a properly called meeting is convened, the Members present may continue to transact business until adjournment, even though the departure of Members originally present leaves less than the proportion otherwise required for a quorum. At the member's request, a member may participate in a special meeting if he is in communication by means of a conference telephone or similar communications equipment by which all persons participating can hear each other, and such participation shall constitute presence at the meeting. Facilities for conference telephones shall be made available to members at all meetings, upon written request to the president at least one week before the meeting.

6. Distributions Upon Liquidation of the Company

a. At the liquidation of the Company, and after the Company has satisfied or provided for the satisfaction of all the Company's debts and other obligations, the Company's assets will be distributed to all current Members in an equal distribution providing all members have paid all outstanding dues into the organization.

III. Tax Matters.

A. Tax Characterization and Returns.

1. Partnership. The Company will be treated as a "partnership" for federal and New Hampshire state tax purposes. All provisions of this Agreement are to be construed so as to preserve that tax status. In the event any part of this agreement is inconsistent with the requirements of the Treasury Regulations or Tax Code for taxation as a partnership, including the provisions of Treasury Regulations section 1.704-1(b)(2), this agreement will be deemed amended to be consistent with those provisions.

2. Tax Reporting. Within ninety (90) days after the end of each year, the Management Committee will cause to be delivered to each Member a Form K-1 and such other information for the Company necessary for preparation of the Members' federal income tax returns, including a statement showing each Member's share of income, gain or loss, and credits for the fiscal year.

B. Accounting Decisions.

1. The Management Committee will make all decisions as to accounting matters.

2. The Management Committee may make elections for the Company under the Tax Code.

C. Tax Matters Partner. The Management Committee may designate a Manager to act on behalf of the Company as the "tax matters partner".

D. Fiscal Year. The fiscal year of the Company shall be the calendar year.

III. Management of the Company.

The Management Committee is the Board of Directors that has this authority. The Executive Director would report to the Board of Directors and attend all Board meetings.

A. Board of Directors

1. Number. The Board of Directors shall consist of five directors as the Members may from time to time decide.

2. Authority. Except for those matters expressly reserved to the members by this Agreement the management of the Company shall be vested in the Board of Directors including:

a. Authorization of Officers. The Board may authorize any officer or agent to enter into any contract or to execute any instrument for the company. Such authority may be general or be confined to specific instances.

b. Checks, Drafts, Contracts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the company shall be signed by such officer or officers, agent or agents of the company and in such

manner as the Board of Directors may from time to time determine.

c. Financial Units. The Board of Directors will adopt the recommendation of the Compensation Committee for the number of Financial Units to be held by each member and any compensation adjustment to be made for each member, as adjusted at least annually.

B. Election; Tenure; and Qualifications. The Members shall elect the Board of Directors at the annual meeting of the Members. Each manager shall hold office for three (3) years and until his successor is elected and qualified, except that managers in the first year of the Company may be elected to staggered terms.

C. Vacancies; Resignations.

1. A Manager may resign by written notice to the Management Committee.

2. Except when the Management Committee has no remaining Managers, the Management Committee will select a replacement for any manager who resigns or ceases to serve during the manager's term. The replacement manager will serve for the remainder of the term of the manager he replaces. If a Manager's resignation leaves the Management Committee without any Managers, the Members will elect interim managers to serve until the next annual meeting.

D. Actions by Management Committee . Action by the Managers requires either:

1. Voting at Meetings. A resolution approved by the affirmative vote of at least fifty percent (50 %) of the Managers at a meeting of the Management Committee when a quorum is present; or

2. Action by Consent . A written action, signed by at least that number of Managers necessary to adopt a resolution at a properly called meeting attended by all the Managers.

E. Meetings .

1. Regular Meetings. The Management Committee shall meet at least quarterly. The annual meeting of the Management Committee shall be held without other notice after, and at the same place as, the annual meeting of members. The Management Committee may decide, by resolution, the time and place of additional regular meetings without other notice than the resolution.

2. Special Meetings. The president or any three Managers may call special meetings of the Management Committee, specifying the time and place of the meeting and its purpose.

3. Telephone Meeting . The president or any two managers may call special telephone meetings of the Management Committee. The meeting shall be held by means of a conference telephone or similar communications equipment by which all persons participating can hear each other, and such participation shall constitute presence at the meeting.

4. Quorum. A majority of the managers shall constitute a quorum for the transaction of business at any meeting of the Management Committee, but if less than such majority is present at a meeting, a majority of the managers present may adjourn the meeting from time to time without further notice. At the manager's request, a manager may participate in a meeting if he is in communication by means of a conference telephone or similar communications equipment by which all persons participating can hear each other, and such participation shall constitute presence at the meeting. The Management Committee will make telephone conferencing equipment available upon reasonable advance request at all meetings of the Management Committee.

5. Notice. Notice of any meeting shall be deemed timely if given by written notice delivered personally, communicated by e-mail or facsimile, or mailed to each director at his business address, at least thirty (30) days before the meeting, or seven (7) days before a telephone meeting. If mailed, such notice shall be deemed to be delivered on the date of mailing, if properly addressed. Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of the meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not law-fully called or convened. The notice or waiver of notice of a special meeting of the Management Committee must specify the purpose of the meeting.

6. Proxies . Managers may vote by written proxy, delivered to the President before or at the meeting.

F. Committees . The Management Committee may create committees, to make recommendations to the Management Committee, and upon whose recommendations the Management Committee shall be entitled to rely without further investigation. Each committee shall consist of at least one manager, and such additional members as the Management Committee shall appoint. Each committee shall elect a chair and a secretary. Notices for meetings of committees shall be given in accordance with the provisions for notices of meetings of the Management Committee. The committees shall make their recommendations to the Management Committee by written reports, and copies of the reports shall be made available to the members.

1. Standing Committees . Standing committees shall include:
 - a. Legal and Accounting;
 - b. New Members;

- c. Products;
- d. Compensation; and
- e. Nominations.

2. Ad Hoc Committees . The Management Committee may appoint other committees, and designate members to serve on the committees, from time to time as it deems appropriate.

G. Limitations on Management Committees Authority . The management committee have no authority or power to take any of the following actions unless first approved by sixty-six percent (66%) of the Members present at a meeting, when a quorum is present, or of all of the members when acting by written consent without a meeting:

- 1. Issue new Membership Units;
- 2. Sell all or substantially all of the Company=s assets;
- 3. Borrow funds for the operation of the Company;
- 4. Acquire new product lines or manufacturer=s lines.

IV. Officers.

A. Authority. The officers shall have such powers and authority granted them by this Agreement or as authorized by the Management Committee.

B. Number. The officers shall include a president, one or more vice presidents, a secretary, and a treasurer, each of whom shall be elected by the Management Committee, and such other officers and assistant officers as the Management Committee may deem necessary. Any two or more offices may be held by the same person.

C. Election and Term of Office. The Management Committee shall elect the officers of the company annually at its first regular meeting following the annual meeting of the members. Each officer shall hold office for a term of one year and until his successor is qualified.

D. Removal. The Management Committee may remove any officer or agent, with or without cause.

E. Vacancies. The Management Committee may fill a vacancy in any office for the unexpired portion of the term.

F. President. The president shall be the principal executive officer of the company and, subject to the control of the Management Committee, shall in general supervise and control all of the business and affairs of the company. He shall, when present, preside at all meetings of the members and of the Management Committee. He may sign contracts or other instruments that the Management Committee has authorized to be executed, except in cases where the signing shall be expressly delegated by the Management Committee or by this agreement to some other officer or agent of the company; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Management Committee from time to time.

G. The Vice Presidents. In the absence of the president, or in the event of his death or inability to act, the vice president (or in the event there be more than one vice president, the vice presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as the president or the Management Committee may from time to time assign to him.

H. The Secretary. The secretary shall: (a) keep the minutes of the proceedings of the members and of the Management Committee; (b) give all notices in accordance with the provisions of this agreement or as required by law; (c) keep a register of the address of each member and the number of Financial Units owned by each member; and (d) in general perform all duties incident to the office of secretary and such other duties as the president or the Management Committee may from time to time assign to him.

I. The Treasurer. The treasurer shall: (a) have charge and custody of and be responsible for all funds of the Company; (b) receive and give receipts for moneys due and payable to the Company, and deposit all such moneys in the name of the Company in banks, trust companies or other depositories selected by the Management Committee; and (c) in general perform all of the duties incident to the office of treasurer and such other duties as the president or by the Management Committee may from time to time assign to him.

V. Events of Dissociation.

A. Events of Dissociation . A Member shall be dissociated from the Company only upon the occurrence of one or more of the following events:

1. The Member resigns;
2. A Member who is a natural person retires;

3. A Member who is a natural person dies;
4. A Member who is a natural person becomes totally disabled or is adjudicated incompetent;
5. The Member is removed as a member;
6. A Member that is a corporate or similar business entity is dissolved or has its legal existence terminated, and no successor entity is formed within sixty days;
7. The Member files a petition in bankruptcy, or has filed against it a petition in bankruptcy on which an order for relief is issued, or has a trustee or receiver appointed over its assets;
8. The occurrence of other event of dissociation described in Section 27 of the Act.

B. Removal of a Member. By entering into this agreement, the members acknowledge that they are expected to contribute to the business success of the Company. Accordingly, by vote of sixty-six percent (66%) of the members, and following reasonable notice to the member, a member may be removed for failure to meet sales or performance goals established by the Management Committee.

C. Distributions to Members upon Dissociation. Upon dissociation, any voting rights of the member shall immediately lapse. In addition to any distribution to which the Member is entitled under this Agreement, the Company will pay to the member a portion of the value of his financial units, as determined by the company's accountant in accordance with the Company's usual accounting practices, as follows:

9 Amount of Payment

a. Death, Disability, Incompetence. If any Member is dissociated from the Company by reason of the Member's death, resignation, incompetence or total disability, the Company shall pay the Member (or the Member's appointee or estate) an amount equal to one hundred percent (100%) of the value of his financial units.

b. Retirement. If any member retires after reaching age sixty-five and holding a membership interest for at least six years, the Company shall pay the Member an amount equal to one hundred percent (100%) of the value of his financial units.

c. Withdrawal or Removal. If any member withdraws and gives the Company at least ninety days notice of his intent to withdraw, or is removed as a member, the Company shall pay the Member an amount equal to fifty percent (50%) of the value of his

financial units.

10 Method of Payment . The Company may pay any amounts due the member in annual installments over up to five years, plus interest at an annual rate equal to the applicable federal rate determined under section 1274(d) of the Internal Revenue Code necessary to avoid unstated interest under section 483 of the Internal Revenue Code.

11 Conditions to Payment for Retirement, Disability, or Incompetence. By acceptance of any payments upon disassociation on account of retirement, disability, or incompetence, the member agrees he shall not engage in any business activity, or hold any interest in any business entity, in competition with the Company for a term of two years within the United States.

VII Dissolution .

The Company shall be dissolved only upon the occurrence of one or more of the following events:

- A. Sixty-six percent (66%) of the Members vote to dissolve it.
- B. The number of members of the Company is reduced below the minimum number of members required by the Act.
- C. There is a judicial decree of dissolution under section 51 of the LLC Act.

VII Arbitration.

A. Mandatory Arbitration . If any dispute arises among the Members under or relating to this Agreement (including disputes concerning the validity or interpretation of this section) or related to the management of the Company, and if the Members cannot resolve this dispute among themselves, the dispute shall be finally resolved by a single arbitrator. The order of the arbitrator:

12 Shall not be subject to appeal in any court; and

13 May be entered in any court of competent jurisdiction, including the Merrimack County, New Hampshire, Superior Court, which the members consent will have personal jurisdiction over them for any action to enforce the arbitrator=s decision.

B. Method for Choosing Arbitrator. If the Members cannot agree among themselves as to the person who shall serve as their arbitrator or as to the site of the arbitration, these matters shall be resolved by the Boston office of the American Arbitration Association in its sole discretion.

C. Applicability of AAA Rules. Except as provided in the previous subsection, all arbitrations under this section shall be governed by the Rules of Commercial Arbitration of the American Arbitration Association.

IX Term and Termination.

The term of this Agreement shall begin on the Effective Date and shall end upon the date on which the Company ceases to exist under this Agreement or under other applicable law.

X Member Duties and Liabilities; Indemnification; Advancement of Expenses.

A. Best Efforts. Each member as such shall use his or her best efforts to promote the business of the Company and shall devote such time and effort as is reasonably necessary to carry on the business and affairs of the Company with prudence.

B. Duty of Good Faith. In carrying on the business and affairs of the Company, a Member or Manager shall act:

14 In good faith;

15 With the care that an ordinarily prudent person in a like position would exercise under similar circumstances; and

16 In a manner the Manager reasonably believes to be in the best interests of the Company.

C. Liability for Violations of Duty of Care . No Member or Manager acting as such shall be personally liable to the Company or to other Members for any violation of the Member=s or Manager's duty of care toward the Company or toward other Members except for acts of gross negligence and willful misconduct.

D. Indemnification. If a Member, including a Member in his capacity as a Manager, is made a party to a proceeding because the Member acted on behalf of the Company, the Company shall indemnify the Member against liability for a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expense incurred by the Member or Manager with respect to the proceeding if, in the matters in question in the proceeding:

97 The Member conducted himself or herself in good faith; and

18 The Member reasonably believed that his or her conduct was not opposed to the best interests of the Company.

E. Advancement of Expenses. The Company shall pay for the reasonable legal and related expenses incurred by a Member (including a member acting as a manager) who is a party to a proceeding in advance of its final disposition of the proceeding if:

19 The Member furnishes the Company with a written affirmation of the Member's good faith belief that the Member has met the standard of conduct set forth in this section;

20 The Member furnishes to the Company a written undertaking to repay the advance if it is ultimately determined that the Member did not meet that standard; and

21 The Management Committee determines that the facts then known to it would not preclude indemnification under this section.

F. Conflicts of Interest. Some members may be conducting other business activities, including the representation of sales lines or products, that may compete with lines or products sold by the Company. Accordingly, each member, as a condition to becoming or remaining a member, shall:

22 Disclose to the Management Committee, in writing, at the time of acceptance of membership, and from time to time thereafter, all products or lines that he, or any employees or agents employed by him, has an interest or represents, and the sales territories for which he conducts any sales activities for those products or lines;

23 Not accept any competing lines or products while a member without the consent of the Class A Members.

24 Not disclose or use any confidential proprietary information provided by the Company or by any supplier or manufacturer represented by the Company for the Company's sales activities, except in connection with the member's sales activities on behalf of the Company. Each member acknowledges that any such information is proprietary, and the Company is entitled to prevent its unauthorized disclosure.

XI Miscellaneous Provisions.

G. Incorporation of Certificate of Formation, etc. The Certificate of Formation, the Addendum to Certificate of Formation, and the Table of Capital Contributions are incorporated in this Agreement and made an integral part of it.

H. Entire Agreement . This Agreement contains the complete agreement among the Members and supersedes any earlier agreements among them, whether written or oral, concerning its subject matter.

I. Amendments. No amendment of this Agreement or of the Certificate shall be valid unless approved by sixty-six percent (66%) of the Class A Members.

J. Applicability of the Act. Except as otherwise expressly provided in this Agreement and in the Certificate, all provisions of the Act as now in effect and as amended from time to time shall apply to the Agreement. References to sections in the Act shall include any successor sections.

K. Notices . All notices required this Agreement shall be deemed sufficient if sent by fax, with printed confirmation of receipt, by United States mail, or by reputable private mail or package carrier, to the Members at their addresses as shown by the records of the Secretary. A Member may change the Member's address for purposes of this subsection at any time upon reasonable notice to the Secretary. Notices shall be deemed to have been received when sent.

L. Governing Law . This Agreement shall be governed exclusively by the laws of the State of New Hampshire.

M. Captions . Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing its provisions.

N. Access of Members to Legal Advice; Investment Intent . Each Member acknowledges that:

25 Legal Advice. Before signing this Agreement and accepting its terms, the Member has had every reasonable opportunity to consider these terms and to review them with the Member's attorney;

26 Voluntary Action . The Member has accepted the terms of this Agreement knowingly and freely; and

27 Investment Intent. The Member is acquiring its membership units for investment for its own account and not with a view to resell or otherwise distribute such shares, and the Member does not intend to divide its participation with others or to resell or otherwise dispose of all or any part of such shares unless and until it determines at some future date that changed circumstances, not now in contemplation, make such disposition advisable.

O. Counterparts . This Agreement may be signed in counterparts, all of which together shall constitute a single legal instrument.

SIGNATURES AND DATES

In witness of their acceptance of the above terms and conditions, the parties have duly signed and dated this Agreement as follows:

Sales Corps, LLC

By: _____, President _____

(date)

(date)

(date)

(date)

(date)

(date)

(date)

EXHIBIT A

TABLE OF CAPITAL CONTRIBUTIONS

<u>Name of Member</u>	<u>Number of Membership Units</u>	<u>Contribution</u>
		\$500.00

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