

OPERATING AGREEMENT

OF

DMF IRA, LLC

The parties to this Operating Agreement are the Member identified in Section 1.6, the Manager identified in Section 6.1 and the LLC, who agree to form a limited liability company under the Oregon Limited Liability Company Act (the "Act"). All capitalized terms used herein are defined either in the Articles in which they are first referred to or in Article 10.

ARTICLE 1

ORGANIZATIONAL MATTERS

1.1 Name. The name of the limited liability company is DMF IRA, LLC (the "LLC").

1.2 Purpose. The purpose of the LLC is to engage in any lawful business permitted by the Act or the laws of any jurisdiction in which the LLC may do business. The LLC shall have authority to do all things necessary or convenient to accomplish its purpose and operate its business.

1.3 Formation. The LLC was formed by filing Articles of Organization, a Certificate of Service of Formation or a similar Organizational Document (the "Articles") with the appropriate filing office of the State of Oregon on August 14, 2013.

1.4 Duration. The duration of the LLC shall be perpetual.

1.5 Registered Office and Registered Agent. Subject to change by the Manager, the LLC's registered office shall be at 949 NW Overton St. Unit 609, Portland, OR 97209, and the name of its Registered Agent shall be Diane M. Freaney.

1.6 Identification of Member. The sole Member is IRA Services Trust Company fbo: Diane M. Freaney IRA.

1.7 Defects as to Formalities. A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on the Member or Managers for liabilities of the LLC.

1.8 Title to Property. All LLC property shall be owned by the LLC as an entity and shall be titled solely in the name of the LLC. No Member shall have any ownership interest in any of the LLC's property, and each Member's LLC interest shall be personal property for all purposes.

1.9 Payments of Individual Obligations. The LLC's credit and assets shall be used solely for the benefit of the LLC, and no asset of the LLC shall be transferred or encumbered in connection with any individual obligation of any Member unless otherwise provided for herein.

ARTICLE 2

CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The initial contribution to the LLC shall be \$100.00 and such other amounts as the sole Member deems appropriate.

2.2 Additional Capital Contributions. Additional capital contributions will be accepted only with the approval of the Manager. Additional capital contributions shall be accepted only if the investment does not violate any provisions of the Internal Revenue Code or are not a prohibited transaction.

2.3 Loans to the LLC. If the Member advances any money to the LLC in excess of any amounts required hereunder or subsequently agreed to be contributed to the capital of the LLC, the amount of any such advance shall not be deemed to be a capital contribution, but shall be a loan from the Member to the LLC. Unless the Member and the LLC agree on different repayment terms, such loan shall bear interest at the prime rate published in the Wall Street Journal as of the date of such advance, plus 2%, and shall be repaid by the LLC as quickly as its cash flow allows.

ARTICLE 3

ACCOUNTING PROVISIONS

3.1 Maintenance of Capital Accounts. The LLC shall establish and maintain Capital Accounts with respect to each Member in accordance with the requirements of the Code.

3.2 Allocations of Income and Loss. LLC Income or Loss will be allocated among the Members in accordance with their Percentage Interests.

3.3 Transfer of Capital Account Balance. If a transfer of all or a portion of a Member's Economic Rights is made in accordance with the terms of this Agreement, the relevant portion of the transferor's Capital Account balance shall be transferred to the transferee's Capital Account, as appropriate to reflect the transfer of part or all of the transferor's Economic Rights.

ARTICLE 4

DISTRIBUTIONS TO MEMBERS

4.1 Operating Distributions. Except as otherwise provided in Section 4.2, the LLC shall make distributions to the Member in such amounts and at such times as the Manager shall determine. Distributions shall be charged against the Member's capital account.

4.2 Restriction on Distributions. No distribution may be made to any Member if, after giving effect to the distribution, in the judgment of the Manager, either the LLC would not be able to pay its debts as they become due in the ordinary course of its business or the fair market value of the total assets of the LLC would not at least equal its total liabilities.

4.3 Liquidating Distributions. In the event the LLC is dissolved and the business and affairs are wound up, distributions shall be made pursuant to Section 7.2.

4.4 Amounts Withheld. All amounts withheld pursuant to the Code or any provision of any state or local tax law with respect to any payment, distribution or allocation to the Members shall be treated as amounts distributed to the Members pursuant to this Article for all purposes under this Agreement. The LLC is authorized to withhold from distributions, or with respect to allocations, and to pay over to any federal, state or local government any amounts required to be so withheld pursuant to the Code or any provisions of any other federal, state or local law and shall allocate any such amounts to the Members with respect to which such amounts were withheld.

ARTICLE 5

MEMBERS

5.1 Authority of the Members. Except as otherwise expressly provided herein, no Member shall have any authority to act for or bind any other Member or the LLC.

5.2 Limitation of Liability. Each Member's liability shall be limited as set forth in this Agreement, the Act and other applicable law. Except as otherwise provided herein or by law, a Member will not be personally liable, merely by reason of being a Member, for any debts or losses of the LLC. Without limiting the generality of the foregoing, no Member shall be liable to the LLC or to any other Member for losses or liabilities arising from his or her conduct of LLC business, provided that such losses or liabilities are not the result of willful misconduct or gross negligence.

5.3 Source of Distributions. Except as otherwise provided herein, each Member shall look solely to the assets of the LLC for all distributions of money or

property, and all allocations of LLC Income or Loss, and shall have no recourse therefor (upon dissolution or otherwise) against any Member. No Member shall have any right to demand or receive property other than money upon dissolution and termination of the LLC.

5.4 Priorities. Except as may be specifically provided herein, no Member shall have priority over any other Member, either as to the return of capital contributions, distributions or allocations of LLC Income or Loss.

5.5 Books, Records, Reports and Information. Each Member shall have the right to receive the reports and information required to be provided by this Agreement. Upon reasonable request, each Member, and the Member's agent and attorney, shall have the right, during ordinary business hours, to inspect and copy, at the requesting Member's expense, the books and records which the LLC is required to maintain by the Act or this Agreement.

5.6 Actions of Member. The Member's actions shall be taken in accordance with the Act. If a Member of the LLC is an Individual Retirement Account or retirement plan qualified under Section 401 of the Code, then such Member's interest may be voted by the beneficial owner of the IRA or qualified retirement plan.

5.7 Expenses. The LLC shall reimburse the Member for any reasonable expenses incurred in furtherance of the business of the LLC.

5.8 Cessation of Membership. A person shall cease to be a Member upon the happening of any of the following events:

5.8.1 the Member's withdrawal pursuant to Section 5.9.

5.8.2 the Member's expulsion pursuant to Section 5.10.

5.8.3 the Member's Voluntary or Involuntary Bankruptcy.

5.8.4 in the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage the Member's person or estate.

5.8.5 in the case of a Member who is a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee).

5.8.6 in the case of a Member that is a corporation, the filing of articles of dissolution or its equivalent, for the corporation or the revocation of its charter.

5.8.7 in the case of a Member that is a separate entity other than a corporation, the dissolution and commencement of winding up of the separate entity.

5.8.8 in the case of a Member who is the personal representative of an estate, the distribution by the personal representative of the estate's LLC interest.

5.8.9 the transfer of the Member's LLC interest to an Assignee, whether or not the Assignee is admitted as a Substitute Member.

5.9 Withdrawal. A Member may voluntarily withdraw from the LLC at any time by giving written notice to the other Members. Such withdrawal shall be effective upon the date specified in the notice, or immediately if no date is specified. Upon a Member's withdrawal, the Member shall be deemed to be an Assignee; that is, the withdrawn Member's Management Rights shall cease, but the withdrawn Member shall retain his Economic Rights.

5.10 Expulsion. A Member may be expelled from the LLC upon a determination by a court of competent jurisdiction that the Member has been guilty of wrongful conduct that adversely and materially affects the business or affairs of the LLC, or has willfully and persistently committed a material breach of the Articles or this Agreement, or otherwise breached a duty owed to the LLC or the other members, to the extent that it is not reasonably practicable to carry on the business or affairs of the LLC with the Member. An expelled Member shall be treated as having withdrawn voluntarily from the LLC as of the date of the filing of the petition for expulsion with the court. The LLC may, in addition to any other remedies available under this Agreement or at law or in equity, offset any damages caused by the expelled Member against any future distributions that may become payable to the expelled Member.

5.11 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the LLC without the prior unanimous approval of the Members.

5.12 Duty of Loyalty. A Member shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the LLC based upon its then existing lines of business, it being expressly understood that each of the other Members hereby waives their right or claim to participate therein. Notwithstanding the foregoing, Members shall account to the LLC and hold, as trustee for it, any property, profit, or benefit derived by the Member, without the prior consent of the Members, in the formation, conduct and winding up of the LLC business or from a use or appropriation by the Member of LLC property, including information developed exclusively for the LLC and opportunities expressly offered to the LLC.

5.13 Other Self Interest. A Member does not violate a duty or obligation to the LLC merely because the conduct furthers the interest of the Member. No transaction with the LLC shall be voidable solely because a Member has a direct or indirect interest in the transaction if the transaction is approved or ratified as provided for herein.

5.14 Prohibited Transaction. Notwithstanding anything to the contrary, a Member shall not engage in any prohibited transaction as defined in Section 6.8.

ARTICLE 6

MANAGEMENT

6.1 Manager. The LLC shall have one Manager, Diane M. Freaney. The Members may at any time elect or remove the Manager, or change the number of Managers.

6.2 Manager's Compensation. The Manager shall not receive any compensation for managing the LLC.

6.3 Authority of the Manager. The Manager of the LLC shall have the sole and exclusive right to manage the business of the LLC and shall have all of the rights and powers which may be possessed by a Manager under the Act, including, without limitation, the right and power, on behalf and in the name of the LLC, to:

6.3.1 Institute, prosecute, and complain and defend in all courts in the LLC's name;

6.3.2 Purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in or with real or personal property or any interest in real or personal property, wherever situated;

6.3.3 Sell, convey, mortgage, pledge, create a security interest in, lease, exchange, transfer and otherwise dispose of all or any part of the LLC property;

6.3.4 Make contracts or guarantees, incur liabilities, borrow money, issue LLC notes or other obligations that may be convertible into other securities of the LLC, or include the option to purchase other securities of the LLC, or secure any of the LLC's obligations by mortgage or pledge of any of the LLC property, franchises or income;

6.3.5 Conduct the LLC's business, locate its offices and exercise the powers granted by the Act and the Articles within or without Oregon; and

6.3.6 Indemnify a Member or Manager or any other person as and to the extent not inconsistent with the provisions of the Act or the Articles; provided, however, that when the provisions of this Agreement or the Act require approval of the Member prior to taking action on a given matter, the Manager shall not take such action until approval of the Member is obtained.

6.4 Right to Rely on Manager. The signature of the Manager shall be necessary and sufficient to purchase property on behalf of the LLC, to convey title to any LLC property or to execute any promissory notes, trust deeds, mortgages, or other instruments of hypothecation, and the Member agrees that a copy of this Agreement may be shown to the appropriate parties in order to confirm the same. Further, any person dealing with the LLC may rely (without duty of further inquiry) upon a certificate signed by the Manager as to:

6.4.1 The identity of the Manager or any Member;

6.4.2 The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Manager or which are in any other manner germane to the affairs of the LLC;

6.4.3 The persons who are authorized to execute and deliver any instrument or document of the LLC; or

6.4.4 Any act or failure to act by the LLC or any other matter whatsoever involving the LLC or any Member.

6.5 No Loans or Advances to LLC by Manager. The Manager shall not advance any personal funds to the LLC. Further, the Manager shall not guarantee any debts of the LLC.

6.6 Indemnification of Manager. The LLC shall indemnify its Manager to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a Manager of the LLC, or is or was serving at the request of the LLC as a manager, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust, benefit plan, or other enterprise. The LLC may, by action of the Members or Manager, provide indemnification to employees and agents of the LLC who are not Managers. Indemnification provided hereunder shall not limit any other rights to which any person may be entitled under any statute, bylaw, operating agreement, resolution of Members or Manager, contract or otherwise.

6.7 Limitation of Manager's Liability. The Manager shall not be liable to the LLC or its Members for monetary damages for conduct as Manager except to the extent that the Oregon Limited Liability Company Act, as it now exists or may hereafter be amended, prohibits elimination or limitation of Manager liability. No repeal or amendment of this Section or of the Oregon Limited Liability Company Act shall adversely affect any right or protection of the Manager for actions or omissions prior to the repeal or amendment.

6.8 Prohibited Transactions. Notwithstanding anything to the contrary in

this Agreement or the Act, the Manager shall not engage in any transaction that would be considered a "prohibited transaction" as defined in Section 4975 of the Code and the regulations thereunder with respect to the Member of the LLC.

The term "prohibited transaction" means any direct or indirect –

6.8.1 sale or exchange, or leasing, of any property between a plan and a disqualified person;

6.8.2 lending of money or other extension of credit between a plan and a disqualified person (unless such loan is exempt from this Section in accordance with the provisions of Section 4975(d) of the Code;

6.8.3 furnishing of goods, services, or facilities between a plan and a disqualified person;

6.8.4 transfer to, or use by or for the benefit of, a disqualified person of the income or assets of a plan;

6.8.5 act by a disqualified person who is a fiduciary whereby he deals with the income or assets of a plan in his own interest or for his own account; or

6.8.6 receipt of any consideration for his own personal account by any disqualified person who is a fiduciary from any party dealing with the plan in connection with a transaction involving the income or assets of the plan.

The term "disqualified person" means a person or family member who is –

6.8.7 a fiduciary of the plan that is a member of the LLC;

6.8.8 a person providing services to the plan that is a member of the LLC;

6.8.9 an employer any of whose employees are covered by the plan;

6.8.10 an employee organization any of whose members are covered by the plan;

6.8.11 an owner, direct or indirect, of 50% or more of a corporation, partnership, limited liability company, trust or estate;

6.8.12 an officer, director (or an individual having powers or responsibilities similar to those of officers or directors), a 10% or more shareholder; or a highly compensation employee (earning 10% or more of the yearly wages of an employer) of a person described herein.

The term "family member" of any individual shall include a spouse, ancestor, lineal descendant, and any spouse of a lineal descendant.

The term "plan" includes both qualified plans and individual retirement accounts (IRAs).

The term "fiduciary" means any person defined as a fiduciary by Section 4975 of the Code or the regulations thereunder, including specifically any person who:

6.8.13 exercises any discretionary authority or discretionary control respecting management of a plan or exercises any authority or control respecting management or disposition of its assets;

6.8.14 renders investment advice for a fee or other compensation, direct or indirect, with respect to any moneys or other property of such plan or has any authority or responsibility to do so; or

6.8.15 has any discretionary authority or discretionary responsibility in the administration of such plan.

6.9 Prohibited Investments. Notwithstanding anything to the contrary in this Agreement or the Act, the Manager shall not invest in the following assets:

6.9.1 Life insurance;

6.9.2 Any work of art;

6.9.3 Any rug or antique;

6.9.4 Any metal or gem;

6.9.5 Any stamp or coin; provided, however, the term "coin" shall not include any coin which is:

6.9.5.1 a gold coin described in paragraph (7), (8), (9) or (10) of section 5112(a) of title 31, United State Code;

6.9.5.2 a silver coin described in section 5112(e) of title 31, United States Code; or

6.9.5.3 a platinum coin described in section 5112(k) of title 31, United States Code; or

6.9.5.4 a coin issued under the laws of any state.

6.9.6 Any gold, silver, platinum or palladium bullion;

6.9.7 Any alcoholic beverage; or

6.9.8 Invest in any other tangible personal property considered collectibles as that term is defined in Section 408(m) of the Code and the regulations thereunder.

The above prohibitions are intended to comply with Section 408(m) of the Code and the regulations thereunder. In the event Section 408(m) of the Code and the regulations thereunder are amended to include additional assets, the Manager shall not be permitted to invest in such assets. Further, if such amendment includes any assets that the LLC has previously invested in, the Manager shall sell such asset as soon as administratively feasible or as provided in the Code or regulations.

ARTICLE 7

TERMINATION AND DISSOLUTION

7.1 Events of Dissolution. The LLC shall dissolve and commence winding up and liquidation upon the first to occur of any of the following "Events of Dissolution:"

7.1.1 The unanimous vote of the Members to dissolve, wind up and liquidate the LLC.

7.1.2 The bankruptcy or insolvency of the LLC.

Notwithstanding anything to the contrary, the foregoing Events of Dissolution are the exclusive events which may cause the LLC to dissolve. Each of the Members hereby agrees not to take any other voluntary action that would cause the LLC to dissolve, notwithstanding any provision of the Act to the contrary.

7.2 Winding Up. Upon the occurrence of an Event of Dissolution, the LLC shall continue solely for the purposes of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors and Members, and no Member shall take any action that is inconsistent with, or not necessary to or appropriate for, the winding up of the LLC's business and affairs. To the extent not inconsistent with the foregoing, all obligations in this Agreement shall continue in full force and effect until such time as all LLC property has been distributed. The Manager shall (i) oversee the winding up and dissolution of the LLC, (ii) take full account of the LLC's liabilities and property, (iii) cause the LLC property (except that which is to be distributed in kind to the Members) to be liquidated as promptly as is consistent with obtaining the fair value thereof, and (iv) cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed in the following order:

7.2.1 First, to the payment and discharge of all of the LLC's debts and liabilities, including those to Members.

7.2.2 Second, to the Members, pro rata based on the positive balances in their Capital Accounts.

7.2.3 Third, to the Members, pro rata based on their respective Percentage Interests.

ARTICLE 8

AMENDMENT

The Articles of Organization and this Agreement may be amended, restated or modified from time to time only by a written instrument unanimously adopted by the Members.

ARTICLE 9

BOOKS, RECORDS AND ACCOUNTINGS

The LLC shall maintain records and accounts of all operations and expenditures of the LLC.

ARTICLE 10

DEFINITIONS

The following terms used in this Agreement shall have the following meanings (unless otherwise expressly provided herein):

10.1 "Agreement" means this Operating Agreement.

10.2 "Assignee" shall mean a transferee of an interest in the LLC who has not been admitted as a Substitute Member.

10.3 "Code" shall mean the Internal Revenue Code of 1986, as amended, or corresponding provisions of subsequent superseding federal revenue laws.

10.4 "Economic Rights" means a Member's share of LLC Income and Losses and distributions of LLC cash and property pursuant to the Act, the Articles and this Agreement, but shall not include any Management Rights.

10.5 "LLC Interest" shall mean a Member's entire interest in the LLC, including both the Member's Economic Rights and Management Rights.

10.6 "Management Rights" shall mean the rights of a Member to participate in the management of the LLC, including the right to information regarding the LLC and the right to vote on, consent or approve actions of the Members.

10.7 "Majority" shall mean any one or more Members whose collective Voting Percentages exceed 50%.

10.8 "Percentage Interest" of the Member shall be as follows:

IRA Services Trust Company fbo:	100%
Diane M. Freaney IRA	

10.9 "Regulations" shall mean final, temporary and proposed Treasury regulations promulgated under the Code and the corresponding sections of any regulations subsequently issued that amend or supersede such regulations.

10.10 "Voting Percentages" shall mean the percentage weight that is to be given to a Member's vote. A Member's Voting Percentage shall always be equal to the Member's Percentage Interest. If an existing Member's Management Rights terminate, the Voting Percentages of all other Members shall be adjusted proportionately so that they aggregate to 100%.

ARTICLE 11

MISCELLANEOUS

11.1 Application of Oregon Law. This Agreement and the application of interpretation hereof, shall be governed exclusively by its terms and by the laws of Oregon, and specifically the Act.

11.2 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

11.3 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

11.4 Execution of Additional Instruments. Each Member hereby agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations.

11.5 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

11.6 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

ARTICLE 12

TAX PROVISIONS

12.1 Elections. The Manager may make any tax elections allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the LLC, including but without limitation, elections

12.1.1 to adjust the basis of LLC property pursuant to Sections 754, 734(b), and 743(b) of the Code, or comparable provisions of state or local law, in connection with transfers of interests in the LLC and distributions from the LLC;

12.1.2 with the consent of the Members, to extend the statute of limitations for assessment of tax deficiencies against Members with respect to adjustments to the LLC's federal, state, or local tax returns; and

12.1.3 to the extent provided in Sections 6221 through 6231 of the Code, to represent the LLC and the Members before taxing authorities or courts of competent jurisdiction in tax matters affecting the LLC and the Members, and to file any tax returns and to execute any agreements or other documents relating to or affecting such tax matters, including agreements or other documents that bind the Members with respect to such tax matters or otherwise affect the rights of the LLC and Members.

12.2 Unrelated Business Taxable Income. If a Member is a tax-exempt entity subject to unrelated business income tax pursuant to Section 512 of the Code, the Manager shall inform such tax-exempt Member and file any required returns with the Internal Revenue Service in the event the LLC earns any unrelated business income.

12.3 Taxes of Taxing Jurisdictions. To the extent that the laws of any taxing jurisdiction require, each Member requested to do so will submit an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest and penalties assessed on such income. If the Member fails to provide such agreement, the LLC may withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any

such payments with respect to the income of a Member shall be treated as a distribution for purposes of Article 4. The LLC may, where permitted by the rules of any taxing jurisdiction, file a composite, combined or aggregate tax return reflecting the income of the LLC and pay the tax, interest and penalties of some or all of the Member on such income to the taxing jurisdiction, in which case the Manager shall inform the Member of the amount of such tax interest and penalties so paid.

12.4 Tax Matters Partner. The Manager shall be the tax matters partner of the LLC pursuant to Section 6231(a)(7) of the Code. Any Manager designated as tax matters partner shall take such action as may be necessary to cause the Member to become a notice partner within the meaning of Section 6223 of the Code. Any Manager who is designated tax matter partner may not take any action contemplated by Sections 6222 through 6232 of the Code without the consent of the Member. The tax matters partner may be changed, or a successor named, at any time by the Member.

ARTICLE 13

BOOKS, RECORDS AND ACCOUNTINGS

13.1 Books and Records. The LLC shall maintain records and accounts of all operations and expenditures of the LLC. At a minimum the LLC shall keep at its principal place of business the following records:

13.1.1 A current list of the full name and last known business, residence, or mailing address of each Member, both past and present;

13.1.2 A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

13.1.3 Copies of the LLC's federal, state, and local income tax returns and reports for the three most recent years;

13.1.4 Copies of the LLC's currently effective written Operating Agreement and all amendments thereto, copies of any writings permitted or required under the Act and copies of any financial statements of the LLC for the three most recent years;

13.1.5 Minutes of every meeting of the Members and any written consents obtained from Members for actions taken without a meeting; and

13.1.6 A statement prepared and certified as accurate by the Manager which describes the amount of cash and a description and statement of the agreed value of other property or consideration contributed by each Member and which each Member has agreed to contribute in the future, the times at which or events on the occurrence of

which any additional capital contributions agreed to be made by each Member are to be made, and if agreed upon, the time at which or the events on the occurrence of which the LLC is dissolved and its affairs wound up.

13.2 Reports. The LLC shall provide reports at least annually to the Members at such time and in such manner as the Members may determine reasonable. In addition, if the LLC indemnifies or advances expenses to a Member in connection with a proceeding by or in the right of the LLC, the LLC shall report the indemnification or advance in writing to the Members.

DATED: August 19, 2013.

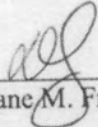
SOLE MEMBER: *to be completed by a Custodian*

IRA ACCOUNT HOLDER:


IRA FBO: Diane M. Freaney IRA

The undersigned authorized and consents to the terms and conditions of the Organizational Consent as set forth herein.

IRA Services Trust Company
Name of Trustee or Custodian



Diane M. Freaney



Signature by or on behalf of Trustee or Custodian

Michael McNair, Trust Officer
IRA Services Trust Company

Print or Type Title (if applicable)