

ACCORDINGLY, THE INTERESTS MAY NOT BE OFFERED FOR SALE, PLEDGED, HYPOTHECATED, SOLD, ASSIGNED OR TRANSFERRED, IN WHOLE OR IN PART, EXCEPT IN COMPLIANCE WITH SUCH LAWS AND THIS AGREEMENT.

THE INTERESTS EVIDENCED BY THIS AGREEMENT ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT. THE INTERESTS HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED, OR ANY OTHER STATE SECURITIES LAW.

SPACE CONTINUUM, LLC

OF

OPERATING AGREEMENT

<u>Section</u>	<u>Page</u>
ARTICLE I	Definitions
1.1	Definitions
ARTICLE II	Formation of Company
2.1	Statutory Authority
2.2	Legal Representation
ARTICLE III	Name, Offices, Registered Agents and Company Records
3.1	Name
3.2	Principal Office of the Company
3.3	Registered Office and Registered Agent
3.4	Records to be Maintained: Inspection Rights
ARTICLE IV	Purpose of the Company
ARTICLE V	Contributions to Capital; Interests
5.1	Capital Contributions
5.2	Interests ⁴
ARTICLE VI	Allocations of Profits and Losses; Distributions
6.1	Net Profit and Loss
6.2	Distributions
6.3	Other Distribution Rules
6.4	Tax Distributions
6.5	Limitation on Distributions
ARTICLE VII	Management of the Company
7.1	Management of the Company
7.2	Authority of the Board
7.3	Officers
7.4	Compensation
7.5	Duties and Obligations; Standard of Conduct
7.6	Liability of Managers
7.7	Indemnification
ARTICLE VIII	Admission, Withdrawal or Expulsion of a Member
8.1	Admission of a Member
8.2	Withdrawal of a Member
ARTICLE IX	Certain Rights and Obligations of Members
9.1	No Management by the Members
9.2	Limited Liability of the Members

TABLE OF CONTENTS

9.3	Meetings of the Members.....	13
9.4	Voting of Members.....	14
9.5	Restrictive Covenants.....	14
9.6	Outside Activities.....	14
9.7	Member Services.....	15
ARTICLE X Transfers of Interests		
10.1	General Prohibition on Transfers.....	17
10.2	Procedures for Transfer.....	17
10.3	Right of Purchase Upon Dissociation Event.....	18
ARTICLE XI Dissolution: Winding Up		
11.1	Term of Existence of the Company.....	18
11.2	Winding Up and Liquidation.....	19
11.3	Waiver of Rights; Dissociation of a Member.....	19
11.4	Liquidation Procedures.....	19
11.5	Distribution on Winding Up.....	20
11.6	Distributions In Kind.....	20
11.7	Liquidating Trust.....	20
11.8	Liquidating Trustee.....	20
11.9	Filing of Articles of Dissolution.....	20
ARTICLE XII Amendments; Power of Attorney		
12.1	Amendments.....	21
ARTICLE XIII General Provisions		
13.1	Notices.....	21
13.2	Binding Effect.....	21
13.3	Governing Law; Jurisdiction and Venue.....	21
13.4	Counterparts.....	22
13.5	Construction.....	22
13.6	Directly or Indirectly.....	22
13.7	Rights of Creditors or Third Parties Under the Agreement.....	22
13.8	Entire Understanding.....	23
13.9	Severability.....	23
13.10	Further Assurances.....	23
Schedules and Exhibits		
Schedule of Definitions		
Schedule of Tax and Accounting Matters		
Exhibit A – Members Schedule		
Exhibit B – Approved Projects		
Exhibit C – II Services		
Exhibit D – GCI Services		
Exhibit E – Insurance Requirements		

2.1 Statutory Authority. The Party hereby agree to form and operate the Company in accordance with the terms and conditions of this Agreement. To the extent that the rights and obligations of a Member or Manager vis-a-vis the Company, or the administration, dissolution, liquidation and termination of the Company, are not set forth in this Agreement, they shall be governed by the LLC Act. To the extent this Agreement contains a provision contrary to an LLC

ARTICLE II
Formation of Company

1.1 Definitions. Capitalized terms used in this Agreement have the meanings set forth in the Schedule of Defined Terms attached hereto. Capitalized terms used in this Agreement and not otherwise defined in the Schedule of Defined Terms shall have the meanings ascribed to them elsewhere in this Agreement.

ARTICLE I
Definitions

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

WHEREAS, the Party hereto desire to set forth in this Agreement their respective rights and obligations with respect to the Company.

WHEREAS, the Company was formed by the Party as a limited liability company under and pursuant to the laws of the State of Illinois for the purposes hereinafter stated; and

WHEREAS, each Party acknowledges and agrees that by executing this Agreement such Party agrees to provide certain services on the terms described herein;

WHEREAS, the Parties desire to form the Company for the purpose of providing Services for agreed upon projects;

WHEREAS, the Parties hereto engage in the business of providing interior office design, furniture procurement, installation, project management and related services (the "Services");

RECITALS:

THIS OPERATING AGREEMENT (the "Agreement") is made and entered into this day of 25th March 2016, by and among Space Continuum, LLC, an Illinois limited liability company, an Illinois corporation.

**OPERATING AGREEMENT
OF
SPACE CONTINUUM, LLC**

The purpose of the Company shall be to serve as a full-time Herman Miller dealer offering Herman Miller, Inc. furnishing products and commercial furnishing products manufactured by other manufacturers in respect of the approved Projects described on Exhibit B attached hereto (which such Exhibit may be amended from time to time by unanimous written consent of the Members) and to provide Services in connection therewith on the terms and conditions contained herein (the "Business"). Consistent with the foregoing, the Company may: (i) exercise all other powers necessary to or reasonably connected with the Business that may be legally exercised by limited liability companies under the LLC Act; and (ii) engage in any one or more enterprises, ventures,

Purpose of the Company
ARTICLE IV

9.5(a) below.

Legal Representative during ordinary business hours, subject to the restrictions set forth in Section 9.5(a) below. shall be subject to inspection and/or copying at the request and at the expense of any Member or without limitation, the information and records specified in Section 1-40 of the LLC Act, which principal office all information, books and records relating to the conduct of its business, including, 3.4 Records to be Maintained: Inspection Rights. The Company will keep at its

Company. each registered agent and registered office for the Company. The Manager may from time to time in accordance with the LLC Act change any registered agent and/or registered office of the 3.3 Registered Office and Registered Agent. The Manager will select and designate

may from time to time designate. designated. The Company may have subsidiary offices in such other place or places as the Manager located at such place within or without the State of Illinois as the Manager may from time to time 3.2 Principal Office of the Company. The principal office of the Company will be

which the Company shall elect to conduct its affairs) as long as the Company continues. shall have the exclusive ownership of and right to use the Company name (and any name under name as the Manager may, in its discretion, select in accordance with the LLC Act. The Company Agreement. The affairs of the Company shall be conducted under the Company name or such other 3.1 Name. The name of the Company will be the name set forth in the heading of this

Name, Offices, Registered Agents and Company Records
ARTICLE III

preparation of this Agreement. Party acknowledges and agrees that (a) PFS has acted as legal counsel to II in the preparation of this Agreement and (b) Ledford, Wu, & Borges, LLC has acted as legal counsel to SC in the 2.2 Legal Representation. In connection with the preparation of this Agreement, the

Act provision shall be overridden by such contrary provision in this Agreement whether or not specific reference is made to the overridden provision of the LLC Act.

(d) Each Member agrees to pay on demand all costs and expenses (including

including attorneys' fees, and other efforts in respect of the Defaulted Amount. 8% or (ii) the highest rate permitted by law, plus in each case the expenses of collection, a per annum rate (the "Applicable Interest Rate") equal to the lesser of (i) the Prime Rate plus result of the Default, plus, to the maximum extent permitted by applicable law, interest thereon at that is in Default (the "Defaulted Amount"), plus any damages incurred by the Company as a proceedings on behalf of the Company against such Defaulting Member to collect the amount Member as in default under this Agreement (a "Defaulting Member") and commence legal any other rights afforded elsewhere in this Agreement or by law or at equity, designate such Default (the "Non-Defaulting Member") may, in its sole discretion and in addition to exercising receipt of written notice thereof from the other Member (a "Default"), the Member who is not in Capital Contribution, Budgeted Additional Capital Contributions or other amount when due pursuant to this Section 5.1 and fails to pay such amount within five (5) Business Days after (c) If a Member fails in any instance to pay the full amount of their Initial

Section 9.7 below. (b) Budgeted Additional Capital Contributions shall be made in accordance with

the Company. incur by virtue of any such tax with respect to such Member's allocable share of the income of and every other Member and agrees to hold them harmless from any liability or loss they might demand of the Manager. Each Member hereby agrees to indemnify the Company, the Manager (seq.) shall be assessed to such Member, who shall pay the same to the Company forthwith upon Company (e.g., the Illinois Personal Property Tax Replacement Income Tax (35 ILCS 5/201 et or withheld by the Company with respect to any Member's allocable share of the income of the Notwithstanding the foregoing, the amount of any state or local tax which is required to be paid make any Capital Contribution to the Company in respect of such Capital Account deficit. termination of the Company as provided herein shall have no obligation to restore or otherwise Without limiting the foregoing, a Member with a Capital Account deficit upon liquidation and expressly provided in this Agreement or pursuant to non-waivable provisions of applicable law. the Members Schedule or any Budgeted Additional Capital Contribution, except as otherwise Contributions to the Company in excess of the Initial Capital Contribution amount specified on March, 2016 (the "Initial Capital Contributions"). No Member shall be required to make Capital Contribution as reflected on the Members Schedule attached hereto shall be made on or before 25th forth on the Members Schedule. Except as otherwise approved by the Manager in its discretion, all Capital Contributions shall be set (a) Each Member's Capital Contribution in respect of its Interests shall be set

5.1 Capital Contributions.

Contributions to Capital; Interests

ARTICLE V

undertakings, businesses and activities as are necessary, customary, convenient or incidental to any of the foregoing.

ARTICLE VI

(c) The Company may issue to the Members certificates, which shall be in form and substance satisfactory to the Manager, representing the Interests held by such Members. The Interests shall be deemed to be a "security" under and governed by Article 8 of the Uniform Commercial Code of the State of Illinois. This Section 5.2(c) is included in this Agreement for the purpose of satisfying the terms of Section 8-103(c) of the Uniform Commercial Code of the State of Illinois, as amended from time to time.

(b) The Company is hereby authorized to issue a single class of "Common Units" of which 1,000 shall be issued and outstanding upon the date of this Agreement as set forth on the Members Schedule. The Common Units shall have the rights, obligations, preferences and limitations set forth in this Agreement and, except as otherwise provided herein, shall be identical in all respects. The Common Units shall be entitled to vote as a single class on all matters submitted for approval of the Members pursuant to this Agreement or non-waivable provisions of the LLC Act, and each Common Unit will entitle the holder thereof (provided such holder is a Member) to one vote per Common Unit.

5.2 Interests. (a) The Interests of the Members may be represented by issued and outstanding Units and/or divided into one or more types, classes or series, with each type, class or series being having the rights, obligations, preferences and limitations set forth in this Agreement. Except as expressly provided herein or required pursuant to non-waivable provisions of the LLC Act, Interests shall not be entitled to vote on any matter whatsoever. The Company shall maintain a schedule of all Members from time to time, their respective mailing addresses, and the Interests held by them (as the same may be amended, modified or supplemented from time to time, the "Members Schedule"). The initial Members Schedule is attached hereto as Exhibit A.

(g) The provisions of this Section 5.1 (and the Members' obligations to make additional Capital Contributions to the Company hereunder) shall not be for the benefit of any third party.

(f) In the event of a reduction in a Defaulting Member's Percentage Interest as a result of its Default, the Non-Defaulting Member is authorized to adjust the Percentage Interests of the Members, the Members Schedule and the Company's books and records to reflect such reduction.

(e) A Member may choose not to designate any Member as a Defaulting Member and may agree to waive or permit the cure of any Default by a Member, subject to such conditions as the Non-Defaulting Member may determine in its sole discretion.

attorneys' fees) incurred by or on behalf of the Company in connection with the enforcement of this Agreement against a Member sustained as a result of a Default by such Member and that any such payment shall not constitute a Capital Contribution to the Company. The failure of any one or more Members to make any Capital Contribution when due shall not relieve any other Member of such Member's obligation to make such Member's Capital Contributions when due.

6.3 Other Distribution Rules. (a) The Company is authorized to withhold from any distribution to any Member, and to pay over to any federal, state, local or foreign government any amounts so required to be withheld pursuant to any federal, state, local or foreign law. All amounts so withheld shall be treated as amounts distributed to affected Members for all purposes under this Agreement (except as provided in Section 5(h) of the Schedule of Tax and Accounting Matters). Any amounts not so withheld and required to be paid by the Company with respect to any Member's allocable share of the income of the Company shall be assessed to such Member, who shall pay the same to the Company forthwith upon demand of the Manager. Each Member hereby indemnifies the Company and every other Member and agrees to hold them harmless from any liability or loss they might incur by virtue of any such tax with respect to such Member's allocable share of the income of the Company.

6.2 Distributions. Cash from Operations and Other Available Assets shall be distributed within 30 days of the end of each calendar quarter and at such other times as the Manager may determine in its discretion, to the Members, pro rata in accordance with their Common Units. The foregoing to the contrary notwithstanding, upon the occurrence of a Dissolution Event in respect of the Company, the Company's liquidating proceeds shall be distributed in accordance with Section 11.5.

The Schedule of Tax and Accounting Matters and the terms and provisions thereof relating to certain other accounting and tax matters are by this reference incorporated herein.

to Section 5(d) of the Schedule of Tax and Accounting Matters.

(ii) then, to the Members, pro rata in accordance with their Units, subject to Section 6.1(a)(ii); and

(i) first, to the Members to the extent of, and in proportion to the Net Profits allocated in respect of their Units pursuant to Section 6.1(a)(ii) until cumulative allocations of Net Losses pursuant to this subsection equal cumulative allocations of Net Profits pursuant to Section 6.1(a)(ii); and

(b) Net Losses shall be allocated:

(ii) then, to the Members, pro rata in accordance with their Units.

Section 6.1(b)(ii); and

(i) first, to the Members to the extent of, and in proportion to the Net Losses allocated in respect of their Units pursuant Section 6.1(b)(ii) until cumulative allocations of Net Profits pursuant to this subsection equal cumulative allocations of Net Losses pursuant to Section 6.1(b)(ii); and

(a) Net Profits shall be allocated:

6.1 Net Profit and Loss. Net Profits and Net Losses shall be allocated for each applicable accounting period, among the Members as follows:

Allocations of Profits and Losses; Distributions

(a) At least 5 Business Days before each date prescribed by the Code for a calendar year corporation to pay quarterly installments of estimated tax, the Company shall distribute to each Member cash in proportion to and to the extent of such Member's Quarterly Estimated Tax Amount for the applicable calendar quarter. If, at any time after the final Quarter Estimated Tax Amount has been distributed pursuant to the previous sentence with respect to any Fiscal Year, the aggregate Tax Distributions to any Member with respect to such Fiscal Year are less than such Member's Tax Amount for such Fiscal Year (a "Tax Amount Shortfall"), the Company shall (subject to the Applicable Distribution Restrictions) distribute cash to the Members in proportion to and to the extent of each Member's Tax Amount Shortfall for such Fiscal Year before the 75th calendar day of the next succeeding Fiscal Year (provided that if the Company has made distributions other than pursuant to this subsection, the Manager may apply such distributions to reduce any Tax Amount Shortfall). If the aggregate distributions made to any Member pursuant to this subsection for any Fiscal Year exceed such Member's Tax Amount for such Fiscal Year (a "Tax Amount Surplus"), such Tax Amount Surplus shall reduce subsequent distributions that would be made to such Member pursuant to this subsection, except to the extent the distributions giving rise to such Tax Amount Surplus have been credited against an amount otherwise distributable pursuant to Sections 6.2 and 11.5. The amount distributable to any Member pursuant to Section 6.2 or Section 11.5 shall be reduced by the amount distributed to such Member pursuant to this subsection (to the extent not previously taken into account as a reduction pursuant to this sentence) and the amount distributed under this subsection shall be deemed to have been distributed pursuant to Sections 6.2 and 11.5 at the time such amount is taken into account as a reduction in distributions

(b) In the event any one or more Members receive an improper distribution from the Company, including by reason of mistake or the limitation set forth in Section 6.5 below, the Manager in its discretion may require the Members to return such distribution to the Company.

(c) Distributions of non-cash property may be made upon the unanimous consent of the Members. No Member shall have the right to demand and receive property other than cash in payment for its share of any distribution.

(d) In the event a distribution is made relating to a specific Fiscal Year of the Company during which an Interest is or was issued to a Member in connection with services rendered to or on behalf of the Company, then except as the Manager otherwise determines in its discretion, such Member shall only be entitled to a pro rata amount of such distribution based on the period beginning on the date such Interest was issued and ending on the earlier of the actual date of such distribution and the end of the Fiscal Year to which such distribution relates.

(e) Except as otherwise provided in this Agreement, no Member shall have priority over any other Member as to the return of capital, allocation of income or loss, or any distribution.

6.4 Tax Distributions. Provided that the Company has sufficient Cash from Operations and the Manager has not determined in good faith that such distributions would be prohibited or create a default or event of default under any agreement to which the Company is subject (the "Applicable Distribution Restrictions"), then:

7.2 Authority of the Manager. Each Manager shall be a "manager" of the Company within the meaning of the LLC Act but, notwithstanding the foregoing, no Manager shall have any rights or powers beyond the rights and powers granted to Managers in this Agreement. The business and affairs of the Company shall be managed by or under the direction of the Manager, subject to such limitations as are imposed by this Agreement, non-waivable provisions of the LLC Act or other applicable law. Notwithstanding any provisions contained herein to the contrary, all actions outside of the ordinary course of business of the Company to be taken by or on behalf of the Company shall require the unanimous written approval of the Members, including, without limitation, the following:

(b) No creditor, vendor or other Person dealing with the Company shall be required to investigate the authority of, or secure the approval or confirmation of any Member as to any act of, the Manager in connection with the conduct of the Company's business and affairs. Any Person dealing with the Company may rely upon a certificate signed by the Manager (or any Manager) or any officer of the Company as to: (i) the identity of the Managers or Members; (ii) the existence or non-existence of any fact which constitutes a condition precedent to acts by the Manager or which are in any other manner germane to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any instrument or document of the Company; or (iv) any act or failure to act by the Company or any other matter whatsoever involving the Company.

7.1 Management of the Company. (a) The business and affairs of the Company shall be managed by a single manager (the "Manager"). The initial Manager of the Company shall be Johnson. Each Manager shall serve in such capacity until its resignation or termination; provided, however, that the Manager may only resign or terminate upon 30 days' prior written notice to the Members. In the event of a resignation or termination of a Manager, John Johnson may appoint a successor Manager of minority capacity in order to meet and maintain its status as a minority-owned business enterprise and related certificate necessary for the Company to fulfill its obligation under each Project for which it has submitted a Bid; provided, however, that II may withdraw as a Member pursuant to Section 8.2 hereof if such successor is not acceptable to II for any reason. A Person's ceasing to serve as a Manager shall not affect such Person's rights as a Member, if any.

Management of the Company
ARTICLE VII

6.5 Limitation on Distributions. Notwithstanding any provision to the contrary contained in this Agreement, no distribution shall be made to the Members if prohibited by Section 25-30 of the LLC Act or other applicable law.

(b) If the Company makes a special allocation pursuant to Section 5(h) of Schedule 6 hereto, the Company shall distribute to the Members who do not receive such special allocation (e.g., Entity Members), in accordance with their relative Percentage Interests, an amount of cash equal to the Entity Member Tax Amount.

otherwise payable under Sections 6.2 and 11.5 for purposes of making the calculations required by Sections 6.2 and 11.5. No Member shall be liable to the Company for any amount distributed to it pursuant to this subsection or for any interest on such amount.

(n) Select or modify the methods, practices, procedures and policies respecting accounting or taxation (including the determination of tax elections by the Company)

(m) Adopt (i) any bonus or employee benefit plan or program, (ii) any material amendment to or change in any such employee benefit plan or program, or (iii) awards of options, bonuses or other incentive compensation under any such plan;

(l) Grant a security interest in, or subordinate, pledge or mortgage, any right or asset of the Company;

(k) Enter into any transaction or contract with a Member or any of such Member's Affiliates, or enter into any transaction in which any Member otherwise has a personal interest other than in accordance with Section 9.7 hereof;

(j) Incur any indebtedness for borrowed money, other than as reflected on an approved Project Budget, or make loans and/or guarantees of any kind;

(i) Request, require or accept any additional Capital Contributions other than in accordance with Section 5.1 hereof;

(h) Make any expenditure that (i) is not reflected in a Project Budget or (ii) exceeds (individually or in the aggregate) the amount reflected in a Project Budget by more than five percent (5%);

(g) Engage or retain any Person to provide Services other than the Members in accordance with the terms hereof;

(f) Enter into or execute any agreement with any and all furnishing manufacturers, including, but not limited to, Herman Miller, Inc. or its Affiliates;

(e) Submit or modify any Bid other than in accordance with the terms of Section 9.7 hereof;

(d) Enter into an agreement (including, without limitation, any employment, consulting or other personal services contract) that provides for an expenditure of Company funds that is not provided for in a Project Budget;

(c) Materially change the Company's business;

(b) Engage in or consummate a Capital Event;

(a) Issue additional Interests or other equity interests in the Company, or issue phantom equity rights, or securities convertible into or exercisable for equity interests in the Company (including but not limited to warrants, options or other rights to acquire Interests);

(a) Each Manager shall devote to the Company such time as may be reasonably necessary for the performance of such Manager's duties and responsibilities hereunder. Each Manager of the Company, in managing the business and affairs of the Company, will discharge his or her duties in a manner he or she believes in good faith to be in the best interests of the Company in accordance with his or her duty of loyalty and duty of care pursuant to Section 15-3 of the LLC Act and in accordance with the provisions of this Agreement.

7.5 Duties and Obligations; Standard of Conduct.

7.4 Compensation. The Manager shall not receive any compensation for such Manager's services to the Company without the prior written consent of all of the Members.

7.3 Officers. The Manager, may (subject to Section 7.2 above) from time to time designate officers of the Company, with titles including but not limited to "chairman," "chief executive officer," "president," "secretary," "chief financial officer," "chief operating officer," "chief information officer" and "vice president". Any number of offices may be held by the same individual or the Manager, in its discretion, may choose not to fill any office for any period as it may deem advisable. Each officer shall hold office until such officer's successor shall be duly designated and shall qualify or until such officer's death or disability or until such officer shall resign or shall have been removed in the manner hereinafter provided. Any officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time is specified, at the time of its receipt by the Company. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the or without cause. Designation of an officer shall not of itself create any contractual employment rights. The authority of any officer shall be subject to the limitations of Section 7.2 above.

(t) Enter into any contract, agreement, commitment or arrangement to effect any of the foregoing.

(s) possess Company property, or assign rights in specific property, for other than a Company purpose; or

(r) do any act which would make it impossible to carry on the ordinary business of the Company (subject to Article XI);

(q) change the purpose of the Company as set forth in Article IV above;

(p) do any act in contravention of this Agreement;

(o) Commence any legal proceedings or the taking of any action or other preparatory steps, in each case, for the liquidation, winding-up or dissolution of the Company, or the filing by the Company of a petition under any bankruptcy, insolvency or similar law, or the admission in writing of its bankruptcy, insolvency or general inability to pay its debts as they become due;

(b) The Company shall indemnify every Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action or suit, by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Person is or was a Manager, officer, employee or agent of the Company, or is or was serving at the request of

reasonable cause to believe that the Person's conduct was unlawful. interests of the Company or, with respect to any criminal action or proceeding, that the Person had good faith and in a manner that the person reasonably believed to be in, or not opposed to, the best *contendere* or its equivalent shall not, of itself, create a presumption that the Person did not act in had no reasonable cause to believe the Person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo* opposed to, the best interests of the Company or, with respect to any criminal action or proceeding, the Person acted in good faith and in a manner the Person reasonably believed to be in, or not actually and reasonably incurred by the Person in connection with the action, suit or proceeding, if against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement another corporation, limited liability company, partnership, joint venture, trust or other enterprise, is or was serving at the request of the Company as a director, manager, officer, employee or agent of managers, officers, employees, agents and affiliates), officer, employee or agent of the Company, or purposes of this Section shall include the Manager's shareholders, members, partners, directors, administrative or investigative, by reason of the fact that the Person is or was a Manager (which for proceeding (other than an action by or in the right of the Company), whether civil, criminal, party, or is threatened to be made a party, to any threatened, pending or completed action, suit or 7.7 Indemnification. (a) The Company shall indemnify every Person who was or is a

with reasonable care. action or inaction of any agent, contractor or consultant selected and monitored by any of them or as to accounting matters of accountants selected by any of them with reasonable care or (c) the arising from reliance in good faith upon the opinion or advice as to legal matters of legal counsel other Person's gross negligence or reckless or willful misconduct, (b) any action or inaction believed to be in the best interests of the Company or was the result of the Manager's or such such action taken (or failure to act) was taken in bad faith and not in a manner reasonably or failure to act, as Manager, or on behalf of the Manager, with respect to the Company, unless respective Affiliates) shall not be liable to the Company or any Member for (a) any action taken, partners or other principal owners, directors, managers, officers, employees, agents and their Manager (which for purposes of this Section shall include his or its shareholders, members, 7.6 Liability of Managers. To the fullest extent permitted by applicable law, a

liabilities, profits or losses of the Company. of the Company, including information, opinions, reports or statements as to the value of the assets, professional or expert competence and who has been selected with reasonable care by or on behalf other Person, as to matters such Manager reasonably believes are within such other Person's opinions, reports or statements by the other Managers, officers, employees or agents, or by any maintained by the Company in accordance with this Agreement, and upon such information, fully protected in relying in good faith upon the provisions of this Agreement, the records (b) In discharging his or her duties and responsibilities, each Manager shall be

(g) For purposes of this Section, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a Person with respect to an employee benefit plan; and references to "serving at the request of the Company" shall include any service as a Manager, officer, employee or agent of the Company that imposes duties on, or involves services by such Person with respect to an employee benefit plan, its participants or beneficiaries. A Person who acted in good faith and in a manner the Person reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Company" as referred to in this Section.

(f) The Company may purchase and maintain insurance on behalf of any Person who may be entitled to indemnification pursuant to this Section.

(e) The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Company's Articles of Organization, or any agreement, vote of Members, or otherwise, both as to action in the Person's official capacity and as to action in another capacity while holding office, and shall continue as to a Person who has ceased to hold a position subject to indemnification under this Section and shall inure to the benefit of the heirs, executors and administrators of such Person.

(d) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Company in advance of the final disposition of the action, suit or proceeding, as authorized by the Managers or Members in the specific case, as provided in Subsection (c) above, upon receipt of an undertaking by or on behalf of the Person to repay that amount, unless it shall ultimately be determined that the Person is entitled to be indemnified by the Company as authorized in this Section.

(c) Any indemnification under Subsections (a) and (b) above (unless ordered by a court), shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the Person is proper in the circumstances because the Person has met the applicable standard of conduct set forth in either Subsection (a) or (b) above. The determination shall be made by (i) the disinterested Member; or (ii) independent legal counsel in a written opinion.

entitled to indemnity for those expenses as the court shall deem proper. the Company as a director, manager, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by the Person in connection with the defense or settlement of the action or suit, if the Person acted in good faith and in a manner the Person reasonably believed to be in, or not opposed to, the best interests of the Company, provided that no indemnification shall be made in respect of any claim, issue or matter as to which the Person shall have been adjudged to be liable for gross negligence or reckless or willful misconduct in the performance of the Person's duty to the Company, unless, and only to the extent that, the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, the Person is fairly and reasonably entitled to indemnity for those expenses as the court shall deem proper.

ARTICLE IX

8.2 Withdrawal of a Member. No Member may withdraw except by unanimous written consent of the Members; provided, however, that either Member (a "Withdrawing Member") may withdraw in the event that: (i) the other Member transfers its interests to any other Person, (ii) the current holders of the membership interests of the other Member transfers their interest to another Person such that they no longer hold a majority of the equity interest and voting power of the other Member, (iii) the other Member commits an act of fraud, embezzlement or grossly negligent, reckless willful misconduct in connection with the performance its duties on behalf of the Company or other Company activities or which can reasonably be expected to adversely affect the business or reputation of the Company or such Withdrawing Member; (iv) the other Member breaches its fiduciary duties to the Company or the Withdrawing Member; (v) a breach of any material term of this Agreement, which breach, if susceptible to cure, remains uncured following ten (10) Business Days written notice from the non-breaching Member to the breaching Member thereof; (vi) the other Member causes the Company to breach a contract to which it is a party which results in a termination or default of such contract; or (vii) as provided on Section 7.1 or 9.7(a) hereof. A Member who dissociates (within the meaning of Section 35-45 of the LLC Act) or withdraws shall not be relieved of its obligation to make the Initial Capital Contribution or Budgeted Additional Capital Contributions established prior to such withdrawal or dissociation in accordance with the terms hereof, nor shall such Member be entitled to receive any distribution from the Company in respect of its Interest, except by way of distributions pursuant to Section 6.2 above or upon the winding up of the Company pursuant to Section 11.5 below. For the avoidance of doubt, upon the dissociation or withdrawal of a Member, the Company shall not have any obligation to purchase, redeem or liquidate such Member's Interest.

8.1 Admission of a Member. The Members, by unanimous written consent, may admit one or more additional or substitute Members. It is the intent that at all times 60% control is maintained by the MBE party/manager. In order for a Person to be admitted as a Member of the Company, such Person shall have executed and delivered to the Company a written undertaking to be bound by the terms and conditions of this Agreement in form and substance satisfactory to all of the Members. Upon the satisfaction of any other applicable conditions, including, if a condition, the receipt by the Company of payment for the issuance of any applicable Interest(s), such Person shall be admitted as a Member and deemed listed as such on the books and records of the Company and shall be issued such Member's Interest(s), and the Company shall modify the Members Schedule to reflect such admittance. Such additional or substitute Members shall be entitled to all of the rights and privileges, and subject to the obligations and restrictions, applicable to the Members holding the same class or series of Interests hereunder, and in all other respects their admission shall be subject to all of the terms and provisions of this Agreement. Any Person admitted or deemed admitted as a Member pursuant to this Agreement will cease to have the rights of a Member at such time such Person no longer owns, beneficially and of record, any Interests, but such Person will remain bound by the terms of Section 9.5.

Admission, Withdrawal or Expulsion of a Member

ARTICLE VIII

Certain Rights and Obligations of Members

9.1 No Management by the Members. The Members, in their capacity as such, shall take no part in the control or management of the affairs of the Company, nor have any authority to act for or on behalf of the Company or to sign for or bind the Company.

9.2 Limited Liability of the Members. Except as expressly provided in this Agreement, by non-waivable provisions of the LLC Act or by other applicable law, no Member of the Company shall be personally liable for any debts, liabilities or obligations of the Company or the other Members, whether arising in tort, contract or otherwise, solely by reason of being a Member of the Company.

9.3 Meetings of the Members. (a) Regular meetings of the Members (including without limitation, an annual meeting) shall be held on a quarterly basis on the tenth (10th) Business Day of April, July, October and January of each calendar year, with meetings in April and October being held at II's principal place of business and meetings in July and January being held at GCI's principal place of business, or at such other time and place as the Members may determine by unanimous written consent. A special meeting of the Members may be called by any Member by giving notice of request for a meeting to the Manager and the other Members. Upon receipt of a notice requesting a special meeting by the Members and stating the purpose of the special meeting, the Company shall, within 10 calendar days thereafter, give written notice to all the Members of a special meeting to be held at the principal office of the Member calling such meeting, on a date not earlier than 5 calendar days nor later than 10 calendar days after delivery by the Company of the notice of the meeting. At any regular or special meeting, the Members may conduct such affairs as may properly come before them.

(b) A Member may participate in a meeting of the Members by conference video or telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Such participation shall constitute presence in person at the meeting.

(c) Each Member may appoint a proxy to vote or otherwise act for him or it by signing an appointment form and delivering it to the person so appointed, but no such proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

(d) Written notice stating the place, date and hour of any special meeting of the Members shall be delivered to each Member not less than 5 nor more than 10 calendar days before the date of such special meeting. In the case of a special meeting, the purpose for which the meeting is called shall be stated in the notice. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. The notice provisions of this Subsection may be waived in writing and will be waived by a Member's attendance at the meeting, unless the Member at the beginning of the meeting or promptly upon his, her or its arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

(a) If any Manager or Member (an "Opportunity Party") receives an offer,

9.6 Outside Activities.

(c) Each Member and Manager understands that the Company and the Members will not have an adequate remedy at law for the material breach or threatened breach of any one or more of the covenants set forth in this Section and agrees that in the event of any such material breach or threatened breach, the Company and the Members shall be entitled, in addition to any other remedies which may be available to it, to injunctive relief (without bond) to enjoin the breaching party from the breach or threatened breach of such covenants.

(b) Each Member and Manager agrees that such Member and Manager shall not, and shall not permit or cause any of their respective Affiliates to, provide any Services to a Company Customer for a period of one (1) year following the date of the submission of such Bid.

(a) Each Member and Manager agrees to maintain the Confidential Information in confidence and, unless otherwise provided in this Agreement, not to use such Confidential Information for any purpose other than (a) to monitor and manage such Member's investment in the Company (and for such purposes, only to disclose such Confidential Information employees, consultants, advisors, accountants, attorneys and other representatives of such recipient on a need-to-know basis); and (b) subject to the next sentence, as required by law or court order. The obligations of the Members and Managers hereunder shall not apply to the extent that the disclosure of information otherwise determined to be confidential is required by applicable law, regulations, stock exchange rules or regulations, subpoena, civil investigative demand or other proceeding; provided, however, that (i) as soon as reasonably practicable, such Member or Manager shall notify the Company thereof, which notice shall include the basis upon which such Member or Manager believes the information is required to be disclosed and (ii) such Member or Manager shall, if requested by the Company and at the sole cost and expense of the Company, reasonably cooperate with the Company to protect the continued confidentiality thereof.

9.5 Restrictive Covenants.

9.4 Voting of Members. Except as otherwise expressly provided herein: (a) if the Members' Interests are stated in terms of Units, each Unit held by a Member shall be entitled to one (1) vote, and otherwise, each Member shall be entitled to a number of votes equal to his, her or its Percentage Interest; and (b) the approval, consent or vote of a Majority Interest of the Members shall govern with respect to matters permitting or requiring the approval, consent or vote of the Members hereunder.

(e) Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting upon the written consent of the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all of the Members entitled to vote thereon were present and voting.

(a) The Manager shall be responsible for identifying potential Projects and preparing Bids. Prior to submitting a Bid for a Project, however, the Manager shall present to the Members (i) a description of the Project and (ii) the proposed budget for all work to be completed by the Company in respect of such Bid and the related Project (a "Project Budget"). The Project Budget shall include a line item for the amount of additional Capital Contributions the Manager anticipates the Members will be required to contribute to the Company if the Bid is accepted (the "Budgeted Additional Capital Contributions"). If either Member does not wish to

9.7 Member Services; Project Bids.

(b) Except as otherwise provided herein, a Member may have business interests and engage in business activities in addition to those relating to the Company, including business interests and activities which compete with the Company, and no Member shall have any duty or obligation to bring any "corporate opportunity" to the Company, other than a Company Opportunity in accordance with Section 9.6(a) above. Subject to the terms of any written agreement by any Member to the contrary, neither the Company nor any other Member shall have any rights by virtue of this Agreement in any business interests or activities of any Member.

(b) Except as otherwise provided herein, a Member may have business interests and engage in business activities in addition to those relating to the Company, including business interests and activities which compete with the Company, and no Member shall have any duty or obligation to bring any "corporate opportunity" to the Company, other than a Company Opportunity in accordance with Section 9.6(a) above. Subject to the terms of any written agreement by any Member to the contrary, neither the Company nor any other Member shall have any rights by virtue of this Agreement in any business interests or activities of any Member.

proposal or other opportunity to perform Services to a Company Customer or an Affiliate of a Company Customer (a "Company Opportunity"), then, before such Opportunity Party may pursue such Company Opportunity on its own behalf or on behalf of any third party, such Opportunity Party must present the Company Opportunity to the Company by providing written notice to the other Member of such Company Opportunity (an "Opportunity Notice") and allow the Company the right to pursue such Company Opportunity first. The Opportunity Notice shall include the terms of the Company Opportunity sufficient to allow the other Member to make an informed decision regarding whether the Company will pursue such Company Opportunity and, if the Company Opportunity is to be pursued by a third party, the identity of such third party. Any Opportunity Notice shall be provided to the Company no less than ten (10) days prior to the Company's next regularly scheduled Member meeting. At the first regularly scheduled Member meeting occurring more than ten (10) days after the Company's receipt of an Opportunity Notice in accordance with this Section 9.6, the other Member shall determine whether the Company wishes to accept and intends to pursue such Company Opportunity. If the other Member determines by resolution at such meeting that the Company will not pursue such Company Opportunity, or if the other Member otherwise does not determine that the Company should pursue such Company Opportunity at such meeting, the Opportunity Party may then pursue such Company Opportunity on its own behalf or on behalf of any third party identified in the Opportunity Notice. If, however, the other Member determines that the Company intends to pursue such Company Opportunity, the Members shall cause the Company to pursue such Company Opportunity in good faith until the date of the next regularly scheduled Member meeting. If, by such next regularly scheduled Member meeting, the Company has not submitted a Bid in respect of such Company Opportunity (through no fault or delay cause by the Opportunity Party) or not otherwise pursued in good faith such Company Opportunity, then, upon written request of the Opportunity Party, the Members shall, reasonably promptly, resolve to permit the Opportunity Party to pursue such Company Opportunity on its own behalf or on behalf of any third party identified in the Opportunity Notice.

ARTICLE X
Transfers of Interests

(e) Each Member shall maintain, at its own expense: (i) commercial general liability insurance (including contractual liability); (ii) professional liability insurance (including errors and omissions coverage); (iii) worker's compensation insurance; (iv) employer's liability insurance; and (v) such other policies of insurance as may be specified on Exhibit E attached hereto, in each case in the amounts specified on Exhibit E attached hereto. On a Member's request, the other Member shall provide insurance certificate(s) confirming such Member's compliance with this subsection (d). Each such insurance policy shall provide that it cannot be cancelled or changed without 30 days' prior written notice to the other Member and shall name the Company as an additional insured.

(d) The Members shall work together in negotiating the terms of an agreement between the Company, on the one hand, and Herman Miller, Inc. or any other furnishing manufacturers, on the other hand, regarding the terms under which the Company may procure furniture on its behalf and on behalf of others.

(c) In connection with each proposed Project, the Company shall retain SC to perform, and SC shall perform, the Services described on Exhibit D attached hereto (the "SC Services"), which such Exhibit may be amended from time to time by unanimous written consent of the Members. The Company shall not retain or engage any Person other than SC to provide the SC Services without obtaining SC's prior written consent. SC will charge the Company for such SC Services at its standard rate, which amounts shall be paid by the Company in accordance with SC's standard payment terms.

(b) In connection with each proposed Project, the Company shall retain II or Affiliates of II to perform, and II and/or such Affiliate shall perform, the Services described on Exhibit C attached hereto (the "II Services"), which such Exhibit may be amended from time to time by unanimous written consent of the Members pursuant to the terms of an agreement between II and the Company to be agreed upon before the Bid for such Project is submitted by the Company. The Company shall not retain or engage any Person other than II or its Affiliates to provide the II Services without obtaining II's prior written consent. II and/or its Affiliates will charge the Company for such II Services at its standard rate, which amounts shall be paid by the Company in accordance with II's or its Affiliates' standard payment terms.

participate in a Project, it may notify the Manager of such fact in writing within ten (10) days of receipt of the Project Budget and Project description in respect thereof (a "Project Waiver Notice"). Upon receipt of a Project Waiver Notice, the Manager shall notify in writing the Member who delivered the Project Waiver Notice prior to submitting the Bid in respect of such Project, in which case such Member may withdraw from the Company in accordance with Section 8.2 hereof. The Budgeted Additional Capital Contributions in respect of a Project shall be made by the Members to the Company within ten (10) Business Days of the date on which the Members are notified by the Manager that the Project has been awarded to the Company or on such other date as the Members may unanimously agree upon in writing (the "Additional Capital Contribution Date"). Budgeted Additional Capital Contributions shall be made by wire transfer to the Company's bank account.

10.2 Procedures for Transfer. In the case of a Transfer of a Member's Interest permitted pursuant to this Agreement, such Transfer shall not be given effect unless and until (a) the Transfer is made in writing, in form and substance acceptable to the Manager in its discretion, signed by the Member and accepted in writing by the transferee, and a duplicate original of such document is

(d) Void Transfers. Each Member acknowledges and agrees that such Member shall not Transfer any Interest(s) except in accordance with the provisions of this Article X. Any attempted Transfer in violation of the preceding sentence shall be deemed null and void for all purposes, and the Company will not record any such Transfer on its books or treat any purported transferee as the owner of such Interest(s) for any purpose.

(c) Effect of a Permitted Transfer. Following a Transfer of any Interest that is permitted under this Article X, the transferee of such Interest shall succeed to the Capital Account associated with such Interest and shall receive allocations and distributions under Articles VI and XI in respect of such Interest, but such transferee (unless admitted as a Member pursuant to this Agreement) shall not be entitled to become or otherwise exercise any rights or powers of a Member who Transfers all his, her or its Interests (i) shall cease to be a Member upon such Transfer and (ii) shall no longer possess or have the power to exercise any rights or powers of a Member of the Company. A Member's Transfer of his, her or its Interest shall not relieve such Member of his, her or its obligation to make the Initial Capital Contribution or Budgeted Additional Capital Contributions in respect of such Interest unless and until the transferee agrees to assume such Member's obligations and the Manager, in its discretion, causes the Company to release such Member from such obligations.

(b) Prohibited Transfers. Notwithstanding anything contained in this Agreement to the contrary, in no event shall the Transfer of a Member's Interest in the Company, in whole or in part, be permitted without the prior written consent of the Manager, in its discretion, if such Transfer would (i) violate any law or governmental rule or regulation of any federal, state or local government applicable to such Transfer, (ii) cause any Member to be subject to personal liability under the laws of any applicable jurisdiction, (iii) result in a termination of the Company for federal income tax purposes, (iv) change the tax status of the Company as a partnership, corporation or disregarded entity, as the case may be, for federal income tax purposes, (v) result in the Company not qualifying for an exemption from the registration requirements of any applicable federal or state securities laws, (vi) result in any violation of any applicable federal or state securities laws, (vii) result in a default under or the acceleration of any indebtedness of, or secured by assets of, the Company, (viii) result in the Company having to register as an investment company under the Investment Company Act of 1940, as amended, or (ix) require the Company, any Manager or any Affiliate of either to register as an investment advisor under the Investment Advisers Act of 1940, as amended. It is the intent of the Members that 60% ownership and control be maintained by John Johnson at all times.

(a) General. A Member may directly or indirectly Transfer Interests only if such Transfer has been approved in writing by all of the Members.

10.1 General Prohibition on Transfers.

11.1 Term of Existence of the Company. The term of existence of the Company commenced or will commence upon the filing of its Articles of Organization with the Office of the Secretary of State and shall continue until the Company winds up its affairs, liquidates and is

ARTICLE XI
Dissolution; Winding Up

(c) If all or any part of any obligation of a Member to a Dissociating Member is to be satisfied by delivery of a Promissory Note, such Member's obligations under the Promissory Note shall be subordinate to any and all indebtedness of such Member to its lenders.

(b) The purchase price of the Subject Interest sold pursuant to this Section shall equal the Fair Market Value thereof. Not less than twenty percent (20%) of the purchase price for the Subject Interest shall be paid, at the purchasing Member's option, by certified or cashier's check or wire transfer, at closing, and the balance of the purchase price may be paid by delivery of a Promissory Note.

10.3 Right of Purchase Upon Dissociation Event. (a) A Dissociating Member shall promptly notify the other Member in writing (the "Dissociation Notice") following the occurrence of a Dissociation Event with respect to its Interest, in whole or in part (the "Subject Interest"). Thereupon, the other Member shall have the right and option to purchase all or any portion of the Subject Interest, said option being exercised by written notice to the Dissociating Member within 20 Business Days following the other Member's receipt of the Dissociation Notice. If the other Member elects to exercise its option to acquire all or any portion of the Subject Interest, the Dissociating Member shall sell and assign the Subject Interest to the other Member, which transaction shall be closed at the Company's principal office on or before the later of the 120th calendar day following the other Member's receipt of the Dissociation Notice or the 60th calendar day following the date on which the purchase price for the Subject Interest is finally determined as provided herein. The failure of the other Member to exercise its option shall constitute a waiver of such option.

(b) the transferee executes and delivers to the Company a written agreement, in form and substance acceptable to the Manager in its discretion, pursuant to which said transferee agrees to be bound by and confirms the terms and conditions of this Agreement and (c) if necessary or appropriate, an amendment to this Agreement, in form and substance acceptable to the Manager in its discretion, is executed and delivered to the Company. The foregoing to the contrary notwithstanding: (i) the Company shall be entitled to treat any such prospective transferee as the absolute owner of the Interest in all respects and shall incur no liability for distributions made in good faith to such transferee prior to such time as the documents specified in the preceding Subsections (a) through (c) have been delivered to and accepted by the Company; and (ii) the transferee shall be subject to and bound by all terms, conditions and obligations of this Agreement to which such Member was subject or bound, without regard to whether such transferee has executed a counterpart hereto or any other document contemplated hereby. The costs (including reasonable attorneys' fees) incurred by the Company in processing the Transfer of a Member's Interest shall be borne by the transferee, and shall be payable prior to and as a condition of such Transfer.

11.4 Liquidation Procedures. Upon the occurrence of a Dissolution Event, the affairs and business of the Company shall be wound up and the Company shall be liquidated and dissolved. In

provided, however, that in the case of an Involuntary Transfer, the preceding Sections 11.3(a) and (b) shall apply only in respect of the Interests of the Dissociating Member which are subject to Involuntary Transfer.

(b) The Dissociating Member's Interests shall be subject to purchase by the Company and/or the other Members, as applicable, pursuant to the terms of Section 10.3 above;

(a) The Dissociating Member shall (i) immediately cease to be a Member of the Company and shall be deemed to be an Assignee, (ii) if applicable, cease to be a Manager of the Company, and (iii) at the election of the Manager in its discretion, automatically be deemed to have resigned from any position as an employee, agent or independent contractor of the Company, or as a trustee of any employee benefit plan of the Company; and

shall not result in the dissolution of the Company, but:
 11.3 Waiver of Rights; Dissociation of a Member. Each Member irrevocably waives, on behalf of itself and its successors and assigns, any and all rights to terminate, liquidate or dissolve, or to petition a court for the partition, termination, liquidation or dissolution of the Company, except as provided in this Agreement. The occurrence of a Dissociation Event with respect to a Member

(d) An event that makes it unlawful for all or substantially all of the business of the Company to be continued, as provided in Section 35-1(3) of the Act, unless such illegality is cured within ninety (90) days after notice to the Company of such event.

(c) The administrative dissolution of the Company under Section 35-25 of the LLC Act, unless the Company is reinstated promptly following receipt by the Board of Managers of notice of such administrative dissolution; or

(b) If the Members by unanimous written consent elect to wind up and dissolve the Company;

(a) The sale or other disposition of all or substantially all of the Company's non-cash assets; provided, however, that if such sale or other disposition involves the receipt of a deferred payment obligation, whether or not secured, or payment in whole or in part in kind, then at the election of the Manager, in its discretion, the term of the Company shall not end and it shall continue until the earlier of the time that (i) the deferred payment obligation shall have been paid in full, (ii) the in-kind consideration received by the Company shall have been sold or otherwise converted to cash or (iii) the Manager, in its discretion, elects to terminate the Company and distribute the deferred payment obligation or in-kind consideration to the Members;

11.2 Winding Up and Liquidation. The Company shall commence winding up, liquidate and dissolve upon the occurrence of any one or more of the following (a "Dissolution Event"):

dissolved pursuant to this Article XI.

ARTICLE XII

11.9 Filing of Articles of Dissolution. If the Company is liquidated and the winding up of the Company has been completed, the Manager (or Liquidating Trustee) shall promptly file the Articles of Dissolution, as required pursuant to Sections 35-15 and 35-20 of the LLC Act.

11.8 Liquidating Trustee. Upon the winding up of the Company business for any reason, the Manager, in its discretion, may appoint a Liquidating Trustee. If all of the Managers have resigned or been removed as provided herein, a Majority Interest of the Members shall elect a Liquidating Trustee. The Liquidating Trustee shall have full power to sell, assign and encumber Company assets. All certificates or notices required by law shall be filed on behalf of the Company by the Liquidating Trustee.

11.7 Liquidating Trust. In the discretion of Manager (or Liquidating Trustee), a pro rata portion of the distributions that would otherwise be made to the Members pursuant to Section 11.5 may be distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company and paying any contingent or unforeseen liabilities or obligations of the Company. The assets of any such trust shall be distributed to the Members from time to time in the reasonable discretion of the Manager (or Liquidating Trustee) in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to the provisions of Section 11.5.

11.6 Distributions In Kind. In the event the Manager (or Liquidating Trustee), in its discretion, determines that it is necessary or desirable to make a distribution of Company property in kind, such property shall be transferred and conveyed to the Members as tenants in common so as to vest in them undivided interests in the whole of such property in proportion to their respective rights to share in the proceeds of the sale of such property in accordance with the provisions of Section 11.5.

(c) to the Members in accordance with their positive Capital Account balances (after taking into account any Capital Account adjustments for the Fiscal Year during which the liquidation occurs, other than those made by this Section and Section 11.6 below).

(b) to the payment of the liabilities and obligations of the Company to Members, other than distributions pursuant to Section 6.2 above; and

(a) to the payment of the liabilities and obligations of the Company, other than those owed to a Member;

11.5 Distribution on Winding Up. The proceeds of liquidation of the Company shall be applied in the following order:

Account of each Member shall be appropriately adjusted. Company from the date of the last previous accounting to the date of termination, and the Capital connection therewith, a proper accounting shall be made of the Net Profit or Net Loss of the

13.3 Governing Law; Jurisdiction and Venue. This Agreement shall be construed in conformity with the laws of the jurisdiction under which the Company is presently organized, without regard to conflict of law provisions. The Company and each Member and Manager agree that any dispute among or between them concerning the Company or this Agreement shall be

13.2 Binding Effect. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of the Company, its Members and Managers, and, as the case may be, their respective distributees, heirs, legal representatives, executors, administrators, successors and permitted assigns.

or to such other address as any party hereto may request by notice given to the other parties hereto in accordance with this Section.

(b) If to a Member: The latest address for such Member in the books and records of the Company

And:

With a copy to:

(a) If to the Company: The address of the Company's principal office on record with the Office of the Secretary of State. Attn: Manager

13.1 Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given and received (a) when personally delivered, sent by facsimile with a confirmation of transmission, or sent by email with confirmation of transmission, (b) 1 Business Day after being sent by a nationally recognized overnight courier with guaranteed next day delivery or (c) 3 Business Days following mailing from within the United States by first class United States mail, postage prepaid, certified mail return receipt requested, to the following addresses:

ARTICLE XIII
General Provisions

12.1 Amendments. This Agreement may only be amended by unanimous written consent of all of the Members.

Amendments; Power of Attorney

13.7 Rights of Creditors or Third Parties Under the Agreement. This Agreement is entered into among the Parties for the exclusive benefit of the Company, its Members and Managers, and is expressly not intended for the benefit of any other Person, including any Assignee or any creditor of the Company, its Members or Managers. Except and only to the extent provided by applicable law, no such Assignee, creditor or other third party shall have any rights under this Agreement or any agreement between the Company and any Member or Manager with respect to any Capital Contributions, Interest, or otherwise.

13.6 Directly or Indirectly. Where any provision of this Agreement refers to action to be taken by any Person, or which such Person is prohibited from taking, such provision will be applicable whether such action is taken directly or indirectly by such Person, including actions taken by or on behalf of any Affiliate of such Person.

13.5 Construction. Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine and neuter; (b) references to Articles, Sections, Subsections and clauses refer to articles, sections, subsections and clauses of this Agreement; (c) references to Exhibits and Schedules are to exhibits and schedules attached to this Agreement, each of which is made a part of this Agreement for all Purposes; (d) the headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof; references to money refer to legal currency of the United States of America; (e) whenever in this Agreement a Person is permitted or required to make a decision in such Person's "discretion" or under a grant of similar authority or latitude, the Person shall be entitled to consider any interests and factors as such Person desires, including such Person's own interests; (f) whenever in this Agreement a Person is permitted or required to make a decision or act in "good faith" or under another express standard, the Person shall act under such express standard and shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein or by relevant provisions of law or in equity or otherwise; (g) the word "including" means "including without limitation"; and (h) references to laws, regulations and other governmental rules, as well as to contracts, agreements and other instruments, will be as such rules and instruments as in effect at the time of determination (taking into account any amendments thereto effective at such time without regard to whether such amendments were enacted or adopted after the effective date of this Agreement) and will include all successor rules and instruments thereto.

13.4 Counterparts. This Agreement may be executed electronically (including by PDF), via facsimile and in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

litigated exclusively in the United States District Court for the Northern District of Illinois or in the Circuit Court of Cook County, Illinois, and the Parties hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. IN ANY SUCH PROCEEDING, THE COMPANY AND EACH MEMBER SHALL BE DEEMED TO HAVE WAIVED ITS RIGHT TO A TRIAL BY JURY. The prevailing Parties in any litigation in connection with this Agreement shall be entitled to recover from the non-prevailing Parties all costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the prevailing Parties in connection with any such litigation.

[Signature Page Follows]

13.10 Further Assurances. Each of the Members shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

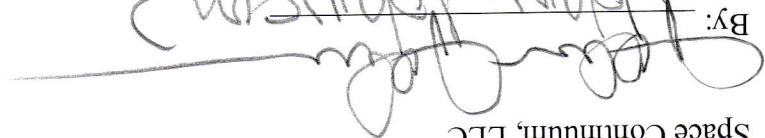
13.9 Severability. If any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect (a) any other provision or part of a provision of this Agreement nor (b) this Agreement's validity, legality and enforceability in any other jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein and such provision or part shall be reformed so that it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

13.8 Entire Understanding. This Agreement constitutes the entire understanding among the Parties and supersedes any prior understanding and/or written or oral agreements among them with respect to the Company.

IN WITNESS WHEREOF, the undersigned have executed this Operating Agreement of Space Continuum, LLC as of the date first written above.

COMPANY:

Space Continuum, LLC

By: 
Name: ~~John Johnson~~
Its: ~~Resident Owner~~
MANAGER:

MEMBERS:

John Johnson

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE OF TAX AND ACCOUNTING MATTERS

1. Financial, Book and Tax Accounting. The company shall maintain and reconcile, as necessary:

(a) records of financial account in accordance with GAAP wherein there shall be entered particulars of all monies, goods or effects belonging to or owing to or by the Company, or paid, received, sold or purchased in the course of the Company's business, and all of such other transactions, matters and things relating to the business of the Company as are usually entered in books of account kept by Persons engaged in a business of like kind and character.

(b) book accounts in accordance with Section 3 of this Schedule. To the extent the value of assets contributed to the Company differs from their financial accounting values or to the extent this Agreement requires that items of operational income or expense be recorded differently from financial accounting principles, the Company will maintain adequate records to reflect such differences; and

(c) tax accounts and will prepare and distribute statements, returns and other documents as are necessary to prepare and file the Company's tax records and reports.

2. Capital Accounts. (a) An individual "Capital Account" shall be maintained for each Member. Each Member's Capital Account shall be increased by:

(i) the amount of money and the fair market value of property (net of liabilities secured by such contributed property that the Company assumes) contributed by the Member to the Company;

(ii) allocations to the Member of Net Profits and items in the nature of income or gain that are allocated pursuant to the Regulatory Allocations;

(iii) the amount of any Company liabilities that are assumed by the Member or that are secured by a Company asset distributed to the Member;

(iv) upon the distribution of Company property to the Member, if such property is not revalued pursuant to Subsection (b) below, the book gain, if any, that would have been allocated to the Member if such property had been sold at its Statutory Value immediately before the distribution; and

(v) upon the revaluation of Company property pursuant to Subsection (b) below, the book gain, if any, that would have been allocated to the Member if such property had been sold at its Statutory Value immediately before the event that requires the revaluation;

and decreased by:

(vi) the amount of money and the fair market value of property (net of

(b) For federal income tax purposes, allocations (including so-called "reverse Code Section 704(c) allocations" of income, gain, loss and deduction with respect to any property contributed to the Company (or that has been revalued pursuant to Section 3(b) of this Schedule) shall be made to the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value as of the

3. Tax Allocations. (a) Except as provided in subsection (b) below, Company income, gain, loss, deduction, credit and other tax items shall be allocated to the Members in the same manner as corresponding Net Profits and Net Losses are allocated and Regulatory Allocations are made pursuant to Section 6.1 of the Agreement and Section 5 of this Schedule.

(c) Upon the Transfer of an Interest, in whole or in part, the Capital Account of the transferor that is attributable to the Interest subject to Transfer shall carry over to the transferee.

(b) The Company may, in the discretion of the Manager, increase or decrease the book value of its property to its Statutory Value in connection with (i) a contribution of money or other property to the Company by a new or existing Member as consideration for an Interest; (ii) in connection with the grant of an Interest as consideration for the performance of services for or on behalf of the Company by an existing Member acting in the capacity of a Member, or by a new Member acting in the capacity of a Member or in anticipation of being a Member; or (iii) the distribution of money or other property by the Company to a retiring or continuing Member as consideration for an Interest; or (v) the liquidation of the Company. In such case, the Company will adjust the Members' Capital Accounts to reflect such revaluation in the manner in which unrealized income, gain, loss or deduction inherent in such property would be allocated if there were a taxable disposition of such property for its fair market value on the date of revaluation.

shall otherwise be adjusted in accordance with the applicable provisions of the Code and Treasury Regulations.

(b) below, the book loss, if any, that would have been allocated to the Member if such property had been sold at its Statutory Value immediately before the event that requires the revaluation; and

(ix) upon the distribution of Company property to the Member, if such property is not revalued pursuant to Section Subsection (b), the book loss, if any, that would have been allocated to the Member if such property had been sold at its Statutory Value immediately before the distribution; and

(viii) the amount of any liabilities of the Member that are assumed by the Company or that are secured by any asset contributed by the Member to the Company;

(vii) allocations to the Member of Net Losses and items in the nature of loss or deduction that are allocated pursuant to the Regulatory Allocations;

liabilities secured by such distributed property that the Member assumes) distributed by the Company to the Member;

(g) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Treasury

(f) When allocating Net Profits and Net Losses under Section 6.1 of the Agreement, such allocations shall be made so as to offset any prior allocations of gross income and gain under Subsection (e) above to the greatest extent possible so that overall allocations of Net Profits and Net Losses shall be made as if no such allocations of gross income and gain occurred.

(e) In the event a Member has an Adjusted Capital Account deficit at the end of any Fiscal Year, then such Member shall be specially allocated items of Company gross income and gain in the amount of such excess as quickly as possible; provided, however, that an allocation pursuant to this Subsection shall be made only if and to the extent that such Member would have an Adjusted Capital Account deficit after all other allocations provided for in this Agreement have been made as if this Subsection and the preceding Subsection (d) were not in the Agreement.

(d) No allocation of loss or deduction shall be made to a Member to the extent such allocation causes or increases an Adjusted Capital Account deficit at the end of the Fiscal Year to which such allocation relates; such loss or deduction shall instead be allocated among the other Members in accordance with their Percentage Interests, subject to the limitations of this sentence. In determining the extent to which the previous sentence is satisfied, such Member's Adjusted Capital Account shall be reduced for adjustments, allocations and distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6). In the event any Member unexpectedly receives any such adjustments, allocations or distributions, then items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate, to the extent required by the Tax Regulations, the Adjusted Capital Account deficit of such Member as quickly as possible; provided, however, an allocation pursuant to this Subsection shall be made only if and to the extent that such Member would have an Adjusted Capital Account deficit after all other allocations provided for in this Agreement have been tentatively made as if this Subsection were not in the Agreement.

(c) If there is a net decrease in Member Non-recourse Debt Minimum Gain during a Fiscal Year, then the "partner minimum gain chargeback" as set forth in Treasury Regulations Section 1.704-2(i)(4) shall apply.

(b) If there is a net decrease in Company Minimum Gain during a Fiscal Year, then the "minimum gain chargeback" as set forth in Treasury Regulations Section 1.704-2(f) shall apply.

4. Regulatory and Special Allocations. (a) Non-recourse Deductions shall be allocated in accordance with the Members' Percentage Interests, pursuant to Treasury Regulations Section 1.704-2(e)(2). Non-recourse Deductions attributable to Member Non-recourse Debt shall be allocated to the Members that bear the economic risk of loss for such debt in accordance with Treasury Regulations Section 1.704-2(i)(1).

(c) date of contribution (or revaluation) pursuant to any allowable method under Code Section 704(c) and the Treasury Regulations, as selected by the Manager in its discretion.

(i) Each Member, at the request of the Manager in its discretion, shall and hereby does authorize and direct the Company to make (or subsequently revoke) a safe harbor election under applicable Treasury Regulations, revenue procedures, revenue rulings and/or other IRS guidance (including, without limitation, the proposed revenue procedure set forth in IRS Notice 2005-43) pursuant to which the fair market value of any unvested Interest awarded pursuant to a Grant Agreement after the effective date of such Treasury Regulations or other IRS guidance will be treated as equal to the "liquidation value" of such Interest (e.g., as described in section 4 of IRS Notice 2005-43). Each Member hereby agrees to comply with all requirements of such a safe harbor election, including, without limitation, the requirement that each Member shall prepare and file all federal income tax returns reporting the income tax effects of each "safe harbor Interest" issued by the Company in a manner consistent with the requirements of the safe harbor election.

(b) Without limiting the foregoing:

(a) The Manager, in its discretion, shall have the right to (and to cause the Company to) make, or not make, any and all tax elections available to the Company, including, without limitation, with respect to (i) an election under Code Section 754; (ii) the method of determining the varying Percentage Interests of the Members during a Fiscal Year which satisfies Code Section 706(d) and the Treasury Regulations promulgated thereunder; and (iii) the method to take account of any variation between the adjusted basis of Company property for federal income tax purposes and the fair market value of such property as of the date of contribution (or revaluation) which satisfies Code Section 704(c) and the Treasury Regulations.

6. Tax Elections.

5. [Reserved]

(h) For any period in which a state or local government imposes an entity level tax upon the income of the Company (e.g., the Illinois Personal Property Tax Replacement Income Tax (35 ILCS 5/201 et seq.)), and the Company is entitled to a credit or deduction in computing such tax for income allocable to one or more (but fewer than all) Members who are separately subject to such entity level tax (e.g., Entity Members) (the "Entity Member Tax Amount"), then the Company's Net Profits and Net Losses allocated to the Members shall be computed first without taking the Company's liability for such entity level tax into account, and the Company's liability, credit and/or deduction associated with such entity level tax shall then be specially allocated, in accordance with their relative Percentage Interests, to those Members who are not separately subject to the entity level tax and with respect to whom the Company is not entitled to any credit or deduction.

Regulations Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, and such gain or loss shall be specially allocated to the Members in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Section of the Treasury Regulations.

(a) to represent the Company in all administrative proceedings all federal and state taxing authorities;

(b) to settle, compromise, litigate or pursue any course of action with respect to any dispute with respect to any tax issue; and

(c) to otherwise exercise any authority permitted to the TMP under the Code and the Treasury Regulations.

7. Tax Matters Member. The Manager shall have the right from time to time to appoint, remove and replace the Company's "tax matters partner" within the meaning of Code Section 6231(a)(7) (the "TMP"). All reasonable expenses incurred by the TMP in serving as the TMP shall be Company expenses and the TMP shall be reimbursed by the Company. The duties and authority of the TMP shall include:

(iii) Each Member authorizes the Manager to amend this Subsection to the extent necessary to achieve substantially the same tax treatment with respect to or on behalf of the Company issued to a service provider in connection with services rendered to or on behalf of the Company as set forth in section 4 of IRS Notice 2005-43 (e.g., to reflect changes from the rules set forth in IRS Notice 2005-43 in subsequent IRS guidance), provided that such amendment is not materially adverse to any Member as compared with the after-tax consequences that would result if the provisions of IRS Notice 2005-43 applied to all interests in the Company issued to service providers in connection with services rendered to or on behalf of the Company.

(ii) Any Member that fails to comply with requirements set forth in this Subsection shall indemnify and hold harmless the Company and each adversely affected Member from and against any and all losses, liabilities, taxes, damages, judgments, fines, costs, penalties, amounts paid in settlement and reasonable out-of-pocket costs and expenses incurred in connection therewith (including, without limitation, costs and expenses of suits and proceedings, and reasonable attorneys' fees), in each case resulting from such Member's failure to comply with such requirements. The Company may offset distributions to which a Member is otherwise entitled under this Agreement against such Member's obligation to indemnify the Company and any other Member under this Subsection (and any amount so offset with respect to such Member's obligation to indemnify a Member shall be paid over to such Member by the Company). A Member's obligations to comply with the requirements of, and to indemnify the Company and any other Member under, this Subsection shall survive such Member's ceasing to be a Member of the Company and/or the termination, dissolution, liquidation and winding up of the Company. The Company and any Member may pursue and enforce all rights and remedies it may have against each Member under this Subsection, including (A) instituting a lawsuit to collect such indemnification and contribution, with interest calculated, from time to time, at a rate equal to the Prime Rate and (B) specific performance and/or immediately injunctive or other equitable relief from any court of competent jurisdiction (without the necessity of showing actual money damages, or posting any bond or other security) in order to enforce or prevent any violation of the provisions of this Section.

The TMP shall keep the Members informed of all administrative and judicial proceedings, as required by Code Section 6223(g), and shall furnish to each Member who so requests in writing a copy of each notice or other communication received by the TMP from the IRS, except such notices or communications as are sent directly to such Member by the IRS.

8. Savings Provision. The tax allocations contained in this Schedule are intended to allocate Company tax items in accordance with the Members' economic interests in the Company while complying with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder. If in the reasonable judgment of the Manager, such tax allocations do not (i) satisfy the requirements of Code Section 704(b) or the Treasury Regulations promulgated thereunder, (ii) comply with any other provision of the Code or Treasury Regulations or (iii) properly take into account any expenditure made by the Company or transfers of Company interests, then, notwithstanding anything to the contrary contained in the Agreement or this Schedule, tax items shall be allocated in such manner as the Manager determines so as to reflect properly the foregoing provisions (i) through (iii), and the Manager shall thereupon have the right to amend this Agreement without action by the Members to reflect any such change in the method of allocating Company tax items; provided, however, that any change in the method of allocating tax items shall not alter the economic agreement among the Members.