

**SPECIAL RESOLUTION**  
**of the Members of**  
**STEVE BENNETT CONSTRUCTION LLC**  
**an Oregon Limited Liability Company**

This Special Resolution records the action taken by consent, without a meeting of the Members of Steve Bennett Construction LLC ("Company"), and effective as dated below. The following resolutions are adopted:

WHEREAS the Company and its Members have discussed, negotiated, and agreed to transfer 10 Units of Membership Interest held by Stephen K. Bennett to Jedediah Bennett, such that, after the transfer, Stephen K. Bennett shall possess 90 Units of Membership Interest in the Company and Jedediah Bennett shall possess 10 Units of Membership Interest in the Company.

NOW THEREFORE IT IS RESOLVED that the Company and its Members approve the transfer and hereby authorize and empower the Members, in the Company's name and on its behalf, to execute, deliver, and file any and all other certificates, instruments, and other documents, and to do any and all other acts and things that they may deem necessary or desirable to consummate the transfer and to carry out the intent and purposes of these resolutions, and the Members and Company hereby approve, confirm, ratify, and adopt each and every act done by the Members in furtherance of such intent and purposes, whether taken before or after the adoption or effectiveness of these resolutions.

IN WITNESS THEREOF the undersigned have signed the Special Resolution as of the 22<sup>nd</sup> of JANUARY, 2021.

Steve K. Bennett  
Stephen K. Bennett, Member

**AMENDED OPERATING AGREEMENT**

**OF**

**STEVE BENNETT CONSTRUCTION LLC**

**An Oregon Limited Liability Company**

This AMENDED OPERATING AGREEMENT (this "Agreement") is made and entered into effective JANUARY 22<sup>ND</sup>, 2021 (the "Effective Date"), by and among Steve Bennett Construction LLC, an Oregon limited liability company (the "Company"), and the Stephen K. Bennett and Jedediah Bennett (the "Members").

**SECTION 1. THE LIMITED LIABILITY COMPANY**

**1.1 Formation and Amendment.** The Company was formed on March 23, 2007, by the filing of Articles of Organization with the Oregon Secretary of State and an Operating Agreement for the Company was executed on June 1, 2007. As of the Effective Date, the Members are amending the Operating Agreement for the Company, on the terms and conditions set forth in this Agreement and pursuant to the Oregon Limited Liability Company Act (the "LLC Act"). The rights and obligations of the parties will be as provided in the LLC Act except as otherwise expressly provided in this Agreement.

**1.2 Name.** The business of the Company will be conducted under the name Steve Bennett Construction LLC. The Company may also do business under the name SBC Homes.

**1.3 Purpose.** The purpose of the Company will be to engage in residential and commercial construction (the "Business"), and to engage in any act or activity incidental to the Business.

**1.4 Offices.** The Company will maintain its principal business office at **7658 Sunnyside Road SE, Salem, OR 97306**. At a later date, the Members may designate in writing an alternate location for the principal business office.

**1.5 Registered Agent.** Jarrod F. Howard will be the Company's initial registered agent in Oregon and the registered office will be at 1114 12<sup>th</sup> Street SE, Salem, OR 97302. At a later date, the Members may designate in writing an alternate location for the registered office.

**1.6 Term.** The term of the Company commenced on June 1, 2007, and will continue until terminated as provided in this Agreement.

**1.7 Names and Addresses of Members.** The Members' names and addresses are:

**Member 1: Stephen K. Bennett**

7658 Sunnyside Rd. SE

Salem, OR 97306

**Member 2: Jedediah Bennett**

6578 Congressional St. SE

Salem, OR 97306

**1.8 Admission of Additional Members.** Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without prior Approval of the Members, and only as provided in this Agreement.

## **SECTION 2. CAPITAL CONTRIBUTIONS**

**2.1 Initial Capital Contributions.** The Members have contributed to the Company the assets described in Appendix A to this Agreement.

**2.2 Additional Capital Contributions.** Additional capital contributions may be made only on the prior consent of all Members and in such amounts and proportions as the Members mutually agree.

**2.3 Units of Membership Interest.** Except as otherwise provided in this Agreement, the interest of each Member in the capital and profits of the Company will be in the form of units of membership interest ("Units"). The Company is authorized to issue up to 1,000 Units. Initially, 100 Units will be issued to the Members.

**2.4 Allocation of Units.** The number of Units credited to each Member is as set forth below:

**Member 1: 90**

**Member 2: 10**

**2.5 Automatic Transfer of Units Upon Death of Member 1.** In the event that Member 1 predeceases Member 2, upon the death of Member 1, 40 of the Units possessed by Member 1 at the time of Member 1's death shall transfer automatically to Member 2, such that, after the transfer, Member 2 shall possess 50 total Units. The remaining 50 Units possessed by Member 1 at the time of Member 1's death shall pass pursuant to Section 6.4 of this Agreement.

**2.6 No Interest on Capital Contributions.** The Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

### **SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

**3.1 Allocations of Income and Loss.** All items of income, gain, loss, deduction, and credit will be allocated among the Members equally regardless of their respective Membership Percentages.

**3.2 Distributions.** No distribution may be made to any Member if, after giving effect to the distribution, in the judgment of the Members either (a) the Company would not be able to pay its debts as they become due in the ordinary course of business or (b) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the foregoing limitation, the Company will make distributions, including draws, to Members at such times and in such amounts as the Members determine. All distributions will be equal among the Members regardless of their respective Membership Percentages.

### **SECTION 4. MANAGEMENT OF COMPANY; POWERS AND DUTIES OF MEMBERS**

**4.1 Management of Company Business.** The Company is a member-managed limited liability company. The management and control of the Company and its business and affairs are vested exclusively in the Members. The Company does not have "managers," as that term is used in the LLC Act. The Members, or either of them individually, have all the rights and powers that may be possessed by a member in a member-managed limited liability company pursuant to the LLC Act and those rights and powers that are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Members' duties under this Agreement and to the management of the Business and affairs of the Company. Without limiting the generality of the foregoing, and subject to

the limitations set forth in Section 4.2 of this Agreement, the Members, or either of them individually, have the following rights and powers (which they may exercise at the cost, expense, and risk of the Company):

- (a) To expend the funds of the Company in furtherance of the Company's business, subject to the limitation of **\$5,000.00** unless both Members have given approval and consent, as described in Section 4.2(g) of this Agreement;
- (b) To perform all acts necessary to manage and operate the Business, including engaging such persons as the Members deem advisable to manage the Business;
- (c) To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Members to carry out the Business, including any bill of sale, contract of sale, or service agreement. No other signature or signatures are required; and
- (d) To borrow or raise money on behalf of the Company in the Company's name or in the name of the Members for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness. The rights and powers herein are subject to the limitations in Section 4.2 below.

**4.2 Limitations on Authority of the Member.** Notwithstanding any other provision of this Agreement or the LLC Act, no Member is authorized to take any of the following actions without the prior express approval or consent of all the Members:

- (a) Amend the Company's Articles of Organization or this Agreement;
- (b) Sell or otherwise dispose of any asset owned by the Company other than in the ordinary course of business;
- (c) Dissolve the Company;
- (d) Merge the Company with another entity or convert the Company into a different type of entity;
- (e) Hire or discharge employee(s);
- (f) Admit a new Member; or
- (g) Borrow money or otherwise incur indebtedness in the Company's name in excess of **\$5,000.00** in a single transaction or in a series of related transactions, without approval of all Members.

**4.3 Duties of the Members.** The Members will manage and control the Company's business and affairs to the best of their ability and will use their best efforts to carry out the Business. The Members will devote such time to the business and affairs of the Company as is reasonable, necessary, or appropriate. Whenever reasonably requested by any Member, the Members will render a full and complete accounting of all dealings and transactions relating to the Business. Each Member will have a fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in his or her immediate possession or control, and the Members may not employ or permit another person to use those funds or assets in any manner except for the exclusive benefit of the Company.

**4.4 Limitation on Liability of the Members.** Subject to the restrictions in Section 4.6, no Member will have any liability to the Company or to the other Member for any loss suffered by the Company or the other Member that arises out of any action or inaction of the Member as long as the Member's conduct was in good faith and the Member reasonably believed that the conduct was in the best interests of the Company.

**4.5 Indemnification of Members.** Each Member will be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Member in connection with the Company, as long as the Member's conduct was in good faith and the Member reasonably believed that the conduct was in the best interests of the Company. The satisfaction of any indemnification and any saving harmless will be out of, and limited to, Company assets, and no Member will have any personal liability on account of such indemnification.

**4.6 Restrictions.** No Member will be relieved of liability pursuant to Section 4.4 or be entitled to indemnification pursuant to Section 4.5 for:

- (a) Any breach of the Member's duty of loyalty to the Company;
- (b) Any act or omission not in good faith that involves intentional misconduct or a knowing violation of law;
- (c) Any unlawful distribution to the Members in violation of ORS 63.235; or
- (d) Any transaction from which the Member derives an improper personal benefit.

**4.7 Other Business.** During the term of this Agreement, the Members may carry on other business that may be indirectly in competition with this Company.

**4.8 Loans.** Any Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements. Any such loans made by a Member shall not bear interest. Any such loans must be properly documented and accounted for.

**4.9 Dealing with the Company.** Either Member may deal with the Company by providing or receiving property and services to or from the Company, and may receive

from others or the Company normal profits, compensation, commissions, or other income incident to those dealings, but the Member must first obtain written consent from the other Member for those dealings.

**4.10 Liability of the Members for Company Obligation.** Except to the limited extent provided in the LLC Act, the Members will not have any personal liability for any Company obligation, expense, or liability. The Members will not, without their consent, be required to make any capital contribution beyond their mutually agreed on capital contributions as expressly described in Section 2.1.

## **SECTION 5. BOOKS OF ACCOUNT; ACCOUNTING REPORTS; TAX RETURNS; FISCAL YEAR; BANKING**

**5.1 Books of Account.** The Company's books and records, a register showing the names of the Members and the respective interests held by each of them, and this Agreement will be maintained at the principal office of the Company. The Members will have access to those books and records at all reasonable times. The Members will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's Business and for carrying out this Agreement.

**5.2 Accounting Reports.** The Members will be furnished with copies of internally prepared financial statements of the Company.

**5.3 Tax Returns.** The Members will cause all federal and state income tax returns for the Company to be prepared and timely filed with the appropriate authorities as necessary. As soon as practicable after the end of each taxable year, each Member will be furnished with a statement that may be used by the Member in preparing the Member's income tax returns, showing the amounts of any distributions, gains, profits, losses, or credits allocated to or against the Member during the fiscal year.

**5.4 Fiscal Year; Taxable Year.** The fiscal year and the taxable year of the Company is the calendar year.

**5.5 Banking.** All funds of the Company must be deposited in a separate bank account or in an account or accounts of a savings and loan association in the Company's name as the Members determine. Those funds may be withdrawn from the account or accounts on the signature of the person or persons who are designated by the Members.

## **SECTION 6. TRANSFER OF MEMBERSHIP INTEREST; PURCHASE PRICE; PAYMENT TERMS**

**6.1 Transfer Prohibited.** Except as otherwise provided in this Agreement, the Members may not assign, pledge, mortgage, sell, or otherwise transfer ("Transfer") any part of his or her interest in the Company, and the Members do not have the right to substitute an

assignee or any other person in the Member's place, and no assignee or any other person may be admitted to the rights of any Member without the prior written consent of all Members.

**6.2 Right of First Refusal.** Notwithstanding Section 6.1, a Member may transfer all or any part of the Member's interest in the Company, defined as the Member's Units in the Company (the "Interest") as follows:

**6.2.1 Notice.** The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members of the Member's desire to transfer his or her Interest. On election by the other Member to purchase the membership interest of a withdrawing Member pursuant to Section 6.2, the purchase price will be the amount the withdrawing Member would have received in a liquidation of the Company if all the Company's assets were sold, as of the effective date of the withdrawal, for their respective fair market values as determined by the Members and all Company liabilities were satisfied out of those proceeds, including repayment of any loans to Members. Discounts for lack of marketability or for a minority interest may be used. If the Members cannot agree on the fair market value of the Company's assets, the value will be determined by an appraiser selected by the withdrawing Member or Member's representative from a list of three qualified independent appraisers proposed by the other Members. The value of the interest shall be as determined by the appraiser, minus appraisal fees, any directly associated costs of appraisal, and any commissions that may be payable to a sales agent by withdrawing member arising out of the sale of the withdrawing member's interest.

**6.2.2 Payment.** The purchase price determined as provided in Section 6.2.1 will be payable, together with interest at 2.0% per annum, in quarterly installments of principal and interest in an amount not less than \$5,000.00. The first payment shall be due at the closing of the sale and like payments on the first of the month every three months thereafter until the principal and interest are satisfied in full. The deferred purchase price will be an unsecured obligation of the Company. No prepayment penalty shall apply for early payment of the purchase price.

**6.2.3 Notice Period and Allocation of Interest.** For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price determined pursuant to Section 6.2.1 and under the terms specified in Section 6.2.2. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

**6.2.4 Closing.** Closing of the sale of the Interest will occur not be less than 45 days after expiration of the 30-day notice period.

**6.2.5 Transfer to Third Party.** If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be



transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the price and terms described in Sections 6.2.1 and 6.2.2, and the transferring Member may sell and convey the Interest to a third party for a price and under terms consistent with the purchase price and terms established under Sections 6.2.1 and 6.2.2; provided, however, notwithstanding anything in Section 6.2 to the contrary, should the sale to a third party be at a price or on terms more favorable to the purchaser than the price and terms established under Sections 6.2.1 and 6.2.2, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or those other terms; provided, further, that if the sale to the third person is not closed within 6 months after the expiration of the 30-day notice period described above, then the provisions of Section 6.2 will again apply to the Interest proposed to be sold or conveyed.

**6.2.6 Transfer Right to Acquire to Spouse, Lineal Descendant, or Affiliated Entity.**

Notwithstanding the foregoing provisions of Section 6.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 6.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendant, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

**6.3 Substituted Parties.** Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

- (a) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and
- (b) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

**6.4 Death, Incompetency, or Bankruptcy of Member.** Upon the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 6.5, the successor(s) in interest to the member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 6.3.

**6.4.1 Limited Authority Under Economic Rights.** Any transfer of Economic Rights pursuant to Section 6.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any

transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

**6.5 Death Buyer Out.** Notwithstanding the foregoing provisions of Section 6, the Members covenant and agree that, on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provisions of Section 6.5.

**6.5.1 Determining Value of Interest.** The value of each member's Interest in the Company will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days of the appointment of the personal representative of the estate of the deceased Member, then the surviving Members and the personal representative each must elect a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 7. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on a value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The cost and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

**6.5.2 Closing.** Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price is determined by appraisals as set forth in Section 6.5.1, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

**6.5.3 Terms of Payment.** At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash, bank cashier's check, or certified funds; if the purchase price is \$1,000.00 or more, the Members may elect to pay the purchase price in full in cash, bank cashier's check, or certified funds, or the Members may elect to pay the purchase price as follows:

- a. An amount not less than \$1,000.00 in cash, bank cashier's check, or certified funds;
- b. The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

**6.5.4 Assignment of All Interest.** At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company, free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

**6.5.5 Allocation of Interest.** On completion of the purchase of the deceased member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

## **SECTION 7. DISSOLUTION AND WINDING UP OF THE COMPANY**

**7.1 Dissolution.** The Company will be dissolved on the occurrence of any of the following events:

- (a) The agreement of all Members; or
- (b) Otherwise by operation of law.

**7.2 Winding Up.** On dissolution of the Company, the Members will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay

the Company's obligations with respect to the liquidation, will be applied and distributed in the following order:

- (a) To payment and discharge of the expenses of liquidation and of all the Company's debts, including debts and liabilities owed to the Members;
- (b) To the Members in the amount of their respective interests, as measured by their respective Membership Percentage.

## SECTION 8. MISCELLANEOUS PROVISIONS

**8.1 Dispute Resolution.** The Members shall attempt to resolve any dispute, controversy, or claim arising out of or relating to this Agreement. The Members will select a professional mediator to act as a neutral mediator to resolve any dispute, controversy, or claim. If the Members cannot agree on a mediator, each Member shall select a mediator and the two mediators shall select a third mediator who shall act as a neutral mediator to resolve the dispute, controversy, or claim.

Any dispute, controversy, or claim that cannot be resolved through mediation will be settled by arbitration. The Members will agree on an arbitrator, and if they cannot agree on an arbitrator, the Members will apply to Marion County Circuit Court for selection and appointment of an arbitrator. Judgment on the award rendered by the arbitrator may be entered in Marion County Circuit Court, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties. There will be one arbitrator who will be a retired state judge, or business attorney with a minimum of 10 years of experience or will have such alternate qualifications that are mutually agreeable to the parties. Any arbitration will be conducted in Marion County, Oregon, in accordance with the following provisions:

- (a) The arbitration will be conducted in accordance with the rules of court-annexed arbitration.
- (b) Arbitration proceedings under this Agreement may be consolidated with arbitration proceedings pending between other parties if both arbitration proceedings arise out of the same transaction or relate to the same subject matter. Consolidation will be by order of the arbitrator in any of the pending cases or, if the arbitrator fails to make such an order, the parties may apply to any court of competent jurisdiction for such an order.
- (c) A party may, without inconsistency with this Agreement, seek from a court any interim or provisional relief that may be necessary to protect the rights or property of that party pending the establishment of the arbitration (or pending the arbitrator's determination of the merits of the dispute, controversy, or claim).
- (d) The arbitrator will have authority to issue preliminary and other equitable relief.

(e) Discovery proceedings of the type provided by the Oregon Rules of Civil Procedure will be permitted both in advance of and during recesses of the arbitration hearings. Any dispute relating to such discovery will be resolved by the arbitrator.

(f) The arbitrator will have the discretion to order a prehearing exchange of information by the parties and an exchange of summaries of testimony of proposed witnesses.

(g) The arbitrator will have the authority to award any remedy or relief that an Oregon court could order or grant, including specific performance of any obligation created under this Agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process, except that the arbitrator will not have authority to award punitive damages or any other amount for the purpose of imposing a penalty as opposed to compensating for actual damage suffered or actual loss incurred.

(h) The arbitration award must be in writing, must be signed by the arbitrator, and must include a statement regarding the disposition of any claim. The award must be kept confidential to the fullest extent permitted by law.

**8.2 Binding Effect.** This Agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

**8.3 Assignment.** Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties.

**8.4 No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

**8.5 Notices.** All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, sent by facsimile (with confirmation), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the addresses or facsimile numbers as a party may designate by like notice to the Company's Registered Agent.

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 3rd day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

**8.6 Amendments.** This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this Agreement.

**8.7 Construction.** The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

**8.8 Further Assurances.** Each party agrees to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.

**8.9 Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

**8.10 Expenses.** Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement.

**8.11 Waiver.** Any provision or condition of this Agreement may be waived at any time, in writing, by the party entitled to the benefit of such provision or condition. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

**8.12 Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

**8.13 Attorney Fees.** If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

**8.14 Injunctive and Other Equitable Relief.** The parties agree that the remedy at law for any breach or threatened breach by a party may, by its nature, be inadequate, and that in addition to damages, the other parties will be entitled to a restraining order, temporary and permanent injunctive relief, specific performance, and other appropriate equitable relief, without showing or proving that any monetary damage has been sustained.

**8.15 Venue.** Any action or proceeding seeking to enforce any provision of this Agreement or based on any right arising out of this Agreement must be brought against any of the parties in Marion County Circuit Court of the State of Oregon or, subject to applicable jurisdictional requirements, in the United States District Court for the District of Oregon, and each of the parties consents to the jurisdiction of such courts (and of the

appropriate appellate courts) in any such action or proceeding and waives any objection to such venue.

**8.16 Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

**8.17 Entire Agreement.** This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

The parties enter into this Agreement as of the date first written above.

STEVE BENNETT CONSTRUCTION  
LLC

/s/ Steve Bennett  
Stephen K. Bennett, Member

By: /s/ Steve Bennett  
Stephen K. Bennett, President

/s/ Jed Bennett  
Jedediah Bennett, Member

By: /s/ Jed Bennett  
Jedediah Bennett, Vice President

**APPENDIX A**  
**INITIAL CAPITAL CONTRIBUTIONS**  
**FOR SECTION 2.1 OF THE AGREEMENT**

| <u>Member's Name</u> | <u>Capital Contribution of Gross Asset<br/>Value of Contributed Property</u> |
|----------------------|--|
| Stephen K. Bennett   | \$7,500.00   |
| Jedediah Bennett     | \$7,500.00   |

SB  
SKB

JB  
JB