

[COMPANY NAME] LLC

[A Colorado Limited Liability Company]

Operating Agreement

This Operating Agreement (this "Agreement") is made effective as of the day of 2019, by and among those individuals identified in **Exhibit A**, a copy of which is attached hereto and made a part hereof (individually referred to as a "Member" and collectively as the "Members").

In consideration of the rights, obligations, and the mutual covenants and conditions expressly stated herein, the Members agree as follows:

ARTICLE I ORGANIZATION

1.1 Formation and Qualification. The Members have formed a limited liability company (the "Company" or "[Company Name]" as defined and referenced in the Constitution which is defined below) pursuant to the **Colorado Limited Liability Company Act, Article 80 of Title 7, C.R.S.** (the "Act") by filing Articles of Organization dated , with the [Colorado Secretary of State], as amended from time to time, the most recent copy of which is attached hereto and made a part hereof as **Exhibit B** (the "Certificate").

1.2 Name. The name of the Company is "[COMPANY NAME]" The business of the Company may be conducted under this name or, in compliance with applicable laws, any other name that the Members deem appropriate or advisable. The Members on behalf of the Company shall file any certificates, articles, fictitious business name statements and the like, and any amendments and supplements thereto, as the Members deem appropriate or advisable.

1.3 Purpose of Company. The purpose and mission of the Company is to actualize the defined "Vision" of the Company as stated in the Constitution and to perform any and all other lawful activities in compliance with the laws of the [State of Colorado].

1.4 Term. The term of the Company shall commence on the filing of the Certificate and shall be perpetual unless dissolved as provided in this Agreement.

1.5 Principal Office and Agent. The principal office of the Company shall be at such place or places of business within or without the [State of Colorado] as the Members may determine. The Company shall continuously maintain a registered agent in the State of Colorado as required by the Act. The address of the principal office and the registered agent shall be as stated in the Certificate.

1.6 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the [State of Colorado], including the Act, as amended from time to time, without regard to Colorado's conflicts of laws principles. The rights and liabilities of the Members shall be determined pursuant to the Act and the Anchoring Documents (hereinafter defined). To the extent any provision of this Agreement is inconsistent with any provision of the Act; this Agreement shall govern to the extent permitted by the Act.

1.7 Constitution. The Members executed the "Light Leadership Constitution" on the

..... day of 2019, a copy of which is attached hereto and made a part hereof as **Exhibit C** (the "Constitution"), which sets forth the structure and governance of [Company Name]. All references in this Agreement to "the Constitution" and any corresponding sections, are to the document at **Exhibit C**.

1.8 Legal Anchoring Documents. This Agreement, the Certificate and the Constitution are collectively referred to herein as the "Anchoring Documents" which shall collectively provide the legal framework for the governance of [Company Name].

ARTICLE II MEMBERSHIP INTERESTS, VOTING AND GOVERNANCE

Section 2.1 Members. The Members of the Company are the individuals who are identified in **Exhibit A**.

Section 2.2 Percentage Ownership Interests. At the time of execution of this Agreement, the Members shall have the Ownership Interests and Percentage Ownership Interests that are identified in **Exhibit A**. Following execution of this Agreement, Ownership Interests and Percentage Ownership Interests are dynamic and will fluctuate in accordance with the Dynamic Equity Policy as outlined in the Sphere's Financial Policy.

Section 2.3 Management/Governance by Members. The Members shall manage the Company and shall have the right to vote, in their capacity as Members, in accordance with Section 2.4 of the Constitution, upon all matters upon which Members have the right to vote on. Voting rights are distinct from and not associated with Members' Percentage Ownership Interest.

Section 2.4 Voting. The voting process in the Company shall follow the specific provisions set forth in Section 2.4 of the Constitution.

Section 2.5 Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 2.6 New Members. The Members may admit a new Member or Members, as the case may be, to the Company, only if such new Member (i) is approved by the Members as per the Section 1.3 of the Constitution; (ii) delivers to the Company his/her required capital contribution as determined by the Members; (iii) agrees in writing to be bound by the Constitution and the terms of this Agreement by becoming a party hereto; and (iv) delivers such additional documentation as the Members shall reasonably require to so admit such new Member to the Company. Upon the admission of a new Member to the Company, the Percentage Ownership Interests of the Members shall be recalculated and adjusted in accordance with the Dynamic Equity Policy as outlined in the Sphere's Financial Policy.

ARTICLE III CONTRIBUTIONS-CAPITAL ACCOUNTS

3.1 Initial Capital Contributions. Each Member to this Agreement shall have made an initial Capital Contribution to the Company in accordance with **Exhibit A**, by the time of each Member's execution of this Agreement.

3.2 Capital Account and Capital Account Ledger. A separate Capital Account Ledger

shall be maintained for each Member's Capital contribution. An equivalent record shall be maintained for each Members' distributions. The Capital Account for each Member shall be increased by (i) the amount of any cash and the fair market value of any property or assets, tangible or intangible, contributed to the Company by such Member (net of any liability secured by such contributed property that the Company is considered to assume or take subject to), and the equivalent record shall (ii) record the amount of income or profits allocated and distributed to such Member.

The Capital Account for each Member shall be reduced by (i) the amount of any cash and the fair market value of any property or assets distributed to the Member by the Company (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to on account of his ownership interest), and the equivalent record shall (ii) record the amount of expenses or loss allocated to the Member.

If any property other than cash is distributed to a Member, the Capital Accounts of the Members shall be adjusted as if the property had instead been sold by the Company for a price equal to its fair market value and the proceeds distributed.

No Member shall be obligated to restore any negative balance in his/her Capital Account, unless otherwise agreed by a vote in accordance with Section 2.4 of the Constitution. No Member shall be compensated for any positive balance in his/her Capital Account except as otherwise expressly provided herein or in the Constitution, unless otherwise agreed by a vote in accordance with Section 2.4 of the Constitution. The Members agree that the initial Capital Accounts for the Members on the date hereof are as set forth in **Exhibit A**.

3.3 Additional Contributions. If, at any time or times hereafter, the Members shall determine that additional capital is required by the Company, the Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required; whether such additional capital shall be provided by the Members by way of loans or additional capital contributions or by way of capital investment or loans from Non-Members. No Member shall be obligated, at any time, to guarantee or otherwise assume or become liable for any obligations of the Company or to make any additional capital contributions, advances or loans to the Company, unless such obligations are specifically accepted and agreed to by such Member.

All loans or additional capital contributions to the Company shall be voluntary. The Capital Accounts for the Members shall be recalculated and adjusted accordingly to reflect all additional capital contributions, all distributions, and any transfer of any interest in the Company.

ARTICLE IV GOVERNANCE

4.1 Governance of the Company. Pursuant to Section 2.3 of the Constitution, and the policies adopted thereunder, the Members may authorize any Member or Members of the Company, or other individuals or entities, whether or not a Member, to take action on behalf of the Company, as the Members deem appropriate. Any Member may lend money to and receive loans from the Company, act as an independent contractor, lessee, lessor, or surety of the Company, and transact any business with the Company that could be carried out by someone who is not a Member. The Company may receive from, or pay to, any Member remuneration in any form that the Members deem appropriate. The Members may appoint agents of the Company, in accordance with Section 3.1 of the Constitution, who, to the extent provided by the Members, may have and may exercise all the powers and authority

of the Members in the conduct of the business and affairs of the Company. The Members may provide rules for the appointment, removal, supervision and compensation of such agents, the scope of their authority, and any other matters relevant to the agency. Any action taken by a duly authorized agent, pursuant to authority granted by the Members in accordance with this Agreement and the Constitution, shall constitute the act of and serve to bind the Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby unless such action resulted from fraud, gross negligence or willful or wanton misconduct on the part of such Member.

4.2 Meetings. No regular, annual, special or other meetings of Members are required to be held. All notice requirements, all voting procedures and records, and all actions that may be taken at a meeting of Members shall follow those related provisions in the Constitution.

ARTICLE V ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Profits and Losses. Profits and Losses shall be allocated among the Members in accordance with the Company's Financial Policy as appended to the Constitution and recorded accordingly.

5.2 Distributions. Subject to applicable law and any limitations elsewhere in this Agreement or the Constitution, the Members shall determine the amount and timing of all distributions of cash, or other assets, by the Company. All distributions shall be made to all of the Members in accordance with the Company's Financial Policy as appended to the Constitution. All such distributions shall be made only to the Members who, according to the books and Records of the Company, are the holders of Ownership Interests on the actual date of distribution. The Members may base a determination that a distribution of cash may be made based on the Company's Financial Policy and financial reporting metrics or other relevant information. Neither the Company nor any Member shall incur any liability for making distributions.

ARTICLE VI SALE, TRANSFER AND ASSIGNMENT OF INTERESTS

6.1 Resignation of Membership and Return of Capital. A Member may voluntarily resign his/her membership. The resigning Member's Ownership Interest may be purchased by one or more of the remaining Members, or the Company, or by a third-party all in accordance with the Company's Financial Policy. In the event that a purchase or sale proceeds, the resigning Member shall be entitled to receive the fair market value of his/her Ownership Interest, adjusted for profits and losses to the date of resignation in accordance with the Company Financial Policy and the Constitution. Fair market value shall be determined by the Members in accordance with the Company's Financial Policy and the Constitution. The cost of any appraisal shall be deducted from the fair market value to which the resigning Member is entitled.

6.2 Death of a Member. Upon the death of a Member, the deceased Member's Ownership Interest may be purchased by one or more of the remaining Members, or the Company, or by a third-party all in accordance with the Company's Financial Policy Constitution. In the event that a purchase or sale proceeds, the Member's estate or beneficiary or beneficiaries, as the case may be, are entitled to receive, in exchange for all of the deceased Member's Ownership Interest, the fair market value of the deceased Member's Ownership Interest, adjusted for profits and losses to the date of death.

Fair market value shall be determined by the Members in accordance with the Company Financial Policy. The cost of any appraisal shall be deducted from the fair market value to which the deceased Member's estate or beneficiary or beneficiaries is or are entitled. The Members may, by written notice that is provided to the deceased Member's estate or beneficiary or beneficiaries, within sixty (60) days after the Member's death, provide the appraisal of fair market valuation and make a proposal for how a purchase or sale would proceed.

Unless otherwise determined by a vote of the remaining Members in accordance with Section 2.4 of the Constitution, prior to the completion of any purchase or sale, the Member's estate or beneficiary or beneficiaries, shall have no right to become a Member or to participate in the governance of the Company as a Member, and shall only have the rights of an Assignee and be entitled only to receive the share of profits and the return of capital to which the deceased Member would otherwise have been entitled.

The Company, or a Member, in its or his/her discretion, may purchase insurance on the lives of any of the Members, with the Company or the purchasing Member named as the beneficiary, as the purchaser may decide, and use all or any of the proceeds from such insurance as a source of proceeds from which the deceased Member's Ownership Interest may be purchased by the Company or a Member.

6.3 Restrictions on Transfer. Except (i) as otherwise provided in this Article or (ii) the Constitution or (iii) the Company Financial Policy, no Member shall sell, hypothecate, pledge, assign or otherwise transfer, with or without consideration, any part or all of his/her Ownership Interest in the Company to any other person or entity (a "Transferee"), without first offering (the "Offer") that portion of his or her Ownership Interest in the Company subject to the contemplated transfer (the "Offered Interest") first to the Company, and secondly, to the Members, at the purchase price (hereinafter referred to as the "Transfer Purchase Price," determined in accordance with the Company's Financial Policy and the Constitution) and in the manner as prescribed in the Offer.

The Offering Member shall make the Offer first to the Company by written notice (hereinafter referred to as the "Offering Notice"). Within thirty (30) days (the "Company Offer Period") after receipt by the Company of the Offering Notice, the Company shall notify the Offering Member in writing (the "Company Notice"), whether or not the Company shall accept the Offer and shall purchase all, but not less than all, of the Offered Interest. If the Company accepts the Offer to purchase the Offered Interest, the Company Notice shall fix a closing date not more than sixty (60) days (the "Company Closing Date") after the expiration of the Company Offer Period.

In the event the Company decides not to accept the Offer, the Offering Member or the Company, at his or her or its election, shall, by written notice (the "Remaining Member Notice") given within that period (the "Member Offer Period") terminating fourteen (14) days after the expiration of the Company Offer Period, make the Offer of the Offered Interest to the other Members, each of whom shall then have a period of thirty (30) days (the "Member Acceptance Period") after the expiration of the Member Offer Period within which to notify in writing the Offering Member whether or not he or she intends to purchase all, but not less than all, of the Offered Interest.

If two (2) or more Members of the Company desire to accept the Offer to purchase the Offered Interest, then, in the absence of an agreement between them, such Members shall have the right to purchase the Offered Interest in proportion to their respective Percentage Interests.

If any Members intend to accept the Offer and to purchase the Offered Interest, the written notice required to be given by them shall fix a closing date not more than sixty (60) days after the expiration of the Member Acceptance Period (hereinafter referred to as the "Member Closing Date"). The aggregate dollar amount of the Transfer Purchase Price shall be payable on the Company Closing Date or on the Member Closing Date, as the case may be, unless the Company or the purchasing Member(s) shall elect by written notice that is delivered to the Offering Member, prior to or on the Company Closing Date or the Member Closing Date, as the case may be, to purchase such Offered Interest, in four (4) equal quarterly installments, with the first installment being due on the Closing Date, unless otherwise agreed.

If the Company or the Members fail to accept the Offer or, if the Offer is accepted by the Company or the other Members and the Company or the other Members fail to purchase all of the Offered Interest at the Transfer Purchase Price within the time and in the manner specified, then the Members can elect, by vote in accordance with the Constitution, to make the Offer to a prospective third party Transferee.

If the Members determine not to buy-back the equity and the voted third party determines not to become a Member, the Offering Member shall be free to propose a third party Transferee, for a period (hereinafter referred to as the "Offeror Third Party Transfer Period") of sixty (60) days from the Members' or voted third party individual's decision not to accept the Offer, however, the sale must also be approved by a vote in accordance with the Constitution.

A Transferee shall be admitted as a Member of the Company, with the rights that are consistent with the Membership Interest that was transferred, **only if** such new Member (i) is selected by the Members and approved in accordance with the Constitution; or (ii) proposed by the Offering Member and approved by the vote of the Members in accordance with the Constitution; (iii) delivers to the Company his/her required capital contribution; and (iv) agrees in writing to be bound by the terms of this Agreement by becoming a party hereto. If the Offering Member shall not transfer the Offered Interest within the Offeror Third Party Transfer Period, his or her right to transfer the Offered Interest shall thereupon cease and terminate.

If no sale is agreed upon and the Offering Member prefers not to participate until a sale becomes viable, they simply remain a Member until a sale is approved.

6.4 Involuntary Transfer of a Membership Interest. A creditor's charging order or lien on a Member's Ownership Interest, bankruptcy of a Member, or other involuntary transfer of a Member's Ownership Interest, shall constitute a material breach of this Agreement by such Member. The creditor, transferee or other claimant, shall only have the rights of an Assignee, and shall have no right to become a Member, or to participate in the management of the business and affairs of the Company as a Member under any circumstances, and shall be entitled only to receive the share of profits and losses, and the return of capital, to which the Member would otherwise have been entitled. The Members, including a Member whose interest is the subject of the charging order, lien, bankruptcy, or involuntary transfer, may take a vote in accordance with the Constitution, to elect by written notice that is provided to the creditor, transferee or other claimant, at any time, for the Company or any Member or Members to purchase all or any part of the Ownership Interest that was the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for profits and losses to the date of purchase. The Members agree that such valuation is a good-faith attempt at fixing the value of the Ownership Interest, after taking into account that the Ownership Interest does not include all of the rights of a Member, and after deducting damages that

are due to the material breach of this Agreement.

6.5 Sale of the Company. Should a decision be made by all Members to sell 100% ownership of the Company, the process of such sale shall be conducted pursuant to and in accordance with the Company's Financial Policy and the Constitution.

6.6 Forfeiture of Ownership Interest in the Company. Pursuant to Section 2.5.2 of the Constitution, if a Member goes "AWOL", a process is outlined and conducted with several consequences including, among others, the potential forfeiture of the Ownership Interests in the Company of such AWOL Member in accordance with the Constitution.

ARTICLE VII ACCOUNTING, RECORDS AND REPORTING

7.1 Books and Records. The Company shall maintain complete and accurate accounts in proper books of all transactions of or on behalf of the Company and shall enter or cause to be entered therein a full and accurate account of all transactions on behalf of the Company. In addition the Company shall maintain complete and accurate records in accordance with Section 2.7 of the Constitution and the "Record" as defined therein along with relevant provisions herein. The Company's books and accounting records shall be kept in accordance with such accounting principles (which shall be consistently applied throughout each accounting period) as the Members may determine to be convenient and advisable. The Company shall maintain at its principal office all of the following:

- A current list of the full name and last known business or residence address of each Member in the Company, together with, for each Member;
- The Capital Account Ledger, including entries to these Accounts for contributions and including true and full information regarding the amount of cash and a description and statement of the agreed value of any other property, assets or services contributed by each Member and the date on which each became a Member;
- The Ownership Interest and Percentage Ownership Interest;
- A copy of the Certificate and any and all amendments thereto together with executed copies of any powers of attorney pursuant to which the Certificate or any amendments thereto have been executed;
- Copies of the Company's federal, state and local income tax or information returns and reports for the three (3) most recent taxable years;
- A copy of this Agreement and any and all amendments hereto together with executed copies of any powers of attorney pursuant to which this Agreement or any amendments hereto have been executed;
- A written copy of the Vision of the Company;
- A copy of the Constitution, the Constitution Record and any and all amendments thereto;
- Copies of the financial statements of the Company, if any, for the three (3) most recent Fiscal Years;
- The Company's books and accounting records as they relate to the internal affairs of the Company for at least the current and past three (3) Fiscal Years; and
- True and full information regarding the status of the business and financial condition of the Company.

7.2 Inspection of Books and Records. Each Member has the right, for purposes reasonably related to the interest of the person as a Member, to: (a) inspect and copy during normal business hours any of the Company's Records described in Section 7.1, including the "Record" as defined in Section 2.7 of the Constitution; and (b) obtain from the

Company, promptly after their becoming available, a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year, if desired.

7.3 Accountings. As soon as is reasonably practicable after the close of each Fiscal Year, the Members shall make or cause to be made a full and accurate accounting of the affairs of the Company as of the close of that Fiscal Year and shall prepare or cause to be prepared a balance sheet as of the end of such Fiscal Year, a profit and loss statement for that Fiscal Year and a statement of Members' Ownership Interests showing the respective Capital Accounts of the Members as of the close of such Fiscal Year and the distributions, if any, to Members during such Fiscal Year, and any other statements and information necessary for a complete and fair presentation of the financial condition of the Company, all of which shall be available to each Member. In addition, the Company shall make available, to each Member, information regarding the Company necessary for such Member to complete such Member's federal and state income tax returns. The Company shall also make available a copy of the Company's tax and/or informational returns to any Member requesting the same. On such accounting being made, profits and losses during such Fiscal Year shall be ascertained and credited or debited, as the case may be, in the books of account of the Company to the respective Members as herein provided.

7.4 Filings. The Members, at Company expense, shall cause the income tax or informational returns for the Company to be prepared and timely filed with the appropriate authorities. The Members, at Company expense, shall also cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies, amendments to, or restatements of, the Certificate and all reports required to be filed by the Company with those entities under the Act or other then-current applicable laws, rules, and regulations. If the Company is required by the Act to execute or file any document and fails, after demand to do so within a reasonable period of time, or refuses to do so, any Member may prepare, execute and file that document with the Colorado Secretary of State or other appropriate regulatory or administrative agency.

7.5 Bank Accounts. The Company shall maintain its funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be co-mingled in any fashion with the funds of any other person or entity.

7.6 Tax Matters Partner/Member. The Members may, in their exclusive discretion, in accordance with the Constitution, appoint, remove and replace a Tax Matters Partner/Member, as defined in Internal Revenue Code Section 6231, at any time or times. The Members shall from time to time cause the Company to make such tax elections as they deem to be in the interests of the Company and the Members generally. The Tax Matters Partner/Member shall represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith.

ARTICLE VIII DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound upon the occurrence of either of the following: (i) the entry of a decree of judicial dissolution pursuant to the Act; or (ii) a dissolution conducted pursuant to and in accordance with the Constitution.

8.2 Winding Up. On the occurrence of an event specified in Section 8.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors. The Members shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the assets and liabilities of the Company, shall cause such assets to be sold or distributed, and shall cause the proceeds therefrom, to the extent sufficient therefore, to be applied and distributed as provided in Section 8.4. The Members shall give written notice of the commencement of winding up by mail, or any other agreed-upon manner, to all known creditors and claimants whose addresses appear on the Records of the Company. The Members shall be entitled to reasonable compensation for such services.

8.3 Distributions in Kind. Any noncash assets distributed to the Members shall first be valued at their fair market value to determine the profit or loss that would have resulted if such assets were sold for such value. Such profit or loss shall then be allocated pursuant to this Agreement, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged against the Capital Account of each Member receiving an interest in a distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by the Members, or if any Member objects, by an independent appraiser (and any such appraiser must be recognized as an expert in valuing the type of asset involved) selected by the Members.

8.4 Order of Payment of Liabilities on Dissolution. After a determination that all known debts and liabilities of the Company in the process of winding up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in proportion to their positive Capital Account balances, after taking into account profit and loss allocations for the Company's taxable year during which liquidation occurs.

8.5 Adequacy of Payment. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, shall have been adequately provided for if payment thereof shall have been assumed or guaranteed in good faith by one or more financially responsible persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the person, was determined in good faith and with reasonable care by the Members to be adequate at the time of any distribution of the assets pursuant to this Section. This Section shall not prescribe the exclusive means of making adequate provision for debts and liabilities.

8.6 Compliance with Regulations. All payments to the Members on the winding up and dissolution of Company shall be made in strict accordance with all requirements of the Act unless some other method is unanimously agreed to by the Members pursuant to the Constitution.

8.7 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of such Member's positive Capital Account balance and shall have no recourse for such Member's Capital Account balance or share of profits (on dissolution or otherwise) against any other Member.

8.8 Certificate of Cancellation. The Members conducting the winding up of the affairs of the Company shall cause to be filed in the office of, and on a form prescribed by, the Colorado Secretary of State, a certificate of cancellation of the Certificate on the completion of the winding up of the affairs of the Company.

ARTICLE IX EXCULPATION AND INDEMNIFICATION

9.1 Exculpation of Members. No Member shall be liable to the Company or to the other Members for damages, losses or otherwise with respect to any actions taken or not taken in good faith and reasonably believed by such Member to be in or not opposed to the best interests of the Company, except to the extent any related loss results from fraud, gross negligence or willful or wanton misconduct on the part of such Member or the material breach of any obligation under this Agreement or of the fiduciary duties owed to the Company or the other Members by such Member.

9.2 Indemnification by Company. The Company shall indemnify, hold harmless and defend the Members, in their capacity as Members, from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts or omissions were not performed or omitted fraudulently or as a result of gross negligence or willful or wanton misconduct on the part of the indemnified party.

Reasonable expenses incurred by the indemnified party in connection with any such proceeding relating to the foregoing matters may be paid or reimbursed by the Company in advance of the final disposition of such proceeding upon receipt by the Company of (i) written affirmation by the person to all other Members requesting indemnification of their good-faith belief that they have met the standard of conduct necessary for indemnification by the Company and (ii) a written undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such person has not met such standard of conduct, which undertaking shall be an unlimited general obligation of the indemnified party but need not be secured.

9.3 Insurance. The Company shall have the power to purchase and maintain indemnity insurance on behalf of any person who is or was a Member or an agent of the Company against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under Section 9.1 or under applicable law.

ARTICLE X DISPUTE RESOLUTION

10.1 Disputes Between or Among Members. The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to or in connection with, this Agreement or the Company or its organization, formation, business or management ("Member Dispute"), the Members shall look to the Constitution using their best efforts to resolve any dispute arising out of or in connection with this Agreement in good-faith. The version of the Constitution that would stand at the point when a dispute is formally raised, would be the one that stands when the meeting to address the dispute is called in accordance with Section 5.4.2 of the Constitution (unless a Sphere Policy specifically references otherwise).

ARTICLE XI MISCELLANEOUS

11.1 Authority. This Agreement constitutes a legal, valid and binding agreement of each Member, enforceable against the Member in accordance with its terms. Each Member is empowered and duly authorized to enter into this Agreement under any applicable governing document, partnership agreement, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution or some similar authorizing document so long as the person, if any, signing this Agreement on behalf of a Member, is expressly empowered and duly authorized to do so by such governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution, power of attorney, or some similar authorizing document.

11.2 Indemnification by the Members. Each Member hereby agrees to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners, members, shareholders, officers and directors, if any, and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) suffered or incurred by the Company on account of or arising out of any breach of this Agreement by that Member.

11.3 Notices. Except as otherwise expressly provided herein or in the Constitution, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when transmitted by customary electronic means with a read receipt, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's Records.

11.4 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

11.5 Binding Effect. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors or assignees.

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

11.7 Entire Agreement. This Agreement, taken in conjunction with the Constitution, contains the entire agreement of the parties hereto and supersedes all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between or among the parties, regarding the subject matter hereof.

11.8 Further Assurances. Each Member shall provide such further information with respect to the Member as the Company may reasonably request, and shall execute such other and further certificates, instruments and other documents, as may be necessary and proper to implement, complete and perfect the transactions contemplated by this Agreement.

11.9 Headings; Gender; Number; References. The headings of the Sections hereof are solely for convenience of reference and are not part of this Agreement. As used herein, each gender includes each other gender, the singular includes the plural and vice versa, as the context may require. All references to Sections and subsections are intended to refer to Sections and subsections of this Agreement, except as otherwise indicated.

11.10 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any persons other than the Members and their respective successors or assignees nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

11.11 Amendments. All amendments to this Agreement will be in writing and signed by all Members to this Agreement at the time of the amendment.

11.12 Attorneys' Fees. In any dispute between or among the Company and one or more of the Members, including, but not limited to, any Member Dispute, the prevailing party or parties in such dispute shall be entitled to recover from the non-prevailing party or parties all reasonable fees, costs and expenses including, without limitation, reasonable attorneys' fees, costs and expenses, all of which shall be deemed to have accrued on the commencement of such action or proceeding. Attorneys' fees shall include, without limitation, fees incurred in any post-award or post-judgment motions or proceedings, contempt proceedings, garnishment, levy, and debtor and third party examinations, discovery, and bankruptcy litigation, and prevailing party shall mean the party that is determined in the action or proceeding to have prevailed or who prevails by dismissal, default or otherwise.

11.13 Remedies Cumulative. Remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Member may be lawfully entitled.

11.14 Jurisdiction and Venue/Equitable Remedies. The Company and each Member hereby expressly agrees that if, under any circumstances, any dispute or controversy arising out of or relating to or in any way connected with this Agreement shall be the subject of any court action at law or in equity, such action shall be filed exclusively in the courts of the State of Colorado or of the United States of America located in Boulder County, Colorado. Each Member agrees not to commence any action, suit or other proceeding arising from, relating to, or in connection with this Agreement except in such a court and each Member irrevocably and unconditionally consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, and hereby grants jurisdiction to such courts and to any appellate courts having jurisdiction over appeals from such courts or review of such proceedings.

Because the breach of the provisions of this Section would cause irreparable harm and significant injury to the Company and the other Members, which would be difficult to ascertain and which may not be compensable by damages alone, each Member agrees that the Company and the other Members will have the right to enforce the provisions of this Section by injunction, specific performance or other equitable relief in addition to any and all other remedies available to such party or parties without showing or proving any actual damage to such parties. Members will be entitled to recover all reasonable costs and expenses, including but not limited to all reasonable attorneys' fees, expert and consultants' fees, incurred in connection with the enforcement of this Section.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties set forth below on the date first above written.

FOUNDING MEMBER/VISIONARY:

_____ for and on behalf of _____ LLC

FOUNDING MEMBER:

_____ for and on behalf of _____ LLC

[FOUNDING MEMBER:

_____ for and on behalf of _____ LLC

[FOUNDING MEMBER:

_____ for and on behalf of _____ LLC

[Exhibits A, B and C are Attached to this Agreement]

EXHIBIT A

[COMPANY NAME], LLC

MEMBERS / CONTRIBUTIONS / INTERESTS

<u>MEMBER NAME</u>	<u>CONTRIBUTION/ CAPITAL ACCOUNT</u>	<u>PERCENTAGE OWNERSHIP INTEREST</u>
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FOUNDING MEMBER/VISIONARY:

_____ [] for and on behalf of []	\$ _____	_____ %
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FOUNDING MEMBER:

_____ [] for and on behalf of []	\$ _____	_____ %
--	----------	---------

[FOUNDING MEMBER:

_____ [] for and on behalf of []	\$ _____	_____ %
--	----------	---------

[FOUNDING MEMBER:

_____ [] for and on behalf of []	\$ _____	_____ %
--	----------	---------