

RIVER EDGE COHOUSING LLC¹

OPERATING AGREEMENT

OPERATING AGREEMENT of River Edge Cohousing LLC (“Agreement”) dated as of the ___ day of _____, 20___ by and among the persons identified as Equity Members on Schedule A attached hereto and the persons identified as Associate Members on Schedule B attached hereto.

RECITALS

A. River Edge Cohousing LLC (“River Edge”) was formed as a limited liability company under the laws of the [Commonwealth of Massachusetts] by the filing on _____ of the Certificate of Organization in the office of the Secretary of State of the [Commonwealth of Massachusetts].

B. Capitalized terms used in this Agreement are either defined when first used or defined in Article XI (Index of Definitions).

NOW THEREFORE, in consideration of the mutual covenants below, the parties agree as follows:

ARTICLE I

Organization and Powers

1.1 Office; Registered Agent; Organization; Mailing Address. The principal office of River Edge shall be at _____, and the registered agent for service of process of River Edge shall be _____ at the same address. The Members shall file such certificates and documents as appropriate to comply with the applicable requirements for the operation of a limited liability company in accordance with the laws of the [Commonwealth of Massachusetts]. The Members may from time to time determine to change River Edge’s name, its resident agent for service of process, the location of its principal office and/or any other matter described in the Certificate as and when the Members deem it appropriate.

The mailing address of River Edge shall be _____.

1.2 Purposes and Powers. The principal purpose of River Edge shall be to acquire, own, develop, construct, rehabilitate, renovate, improve, maintain, finance, manage, operate, convert to condominiums, lease, sell, convey, assign, mortgage or otherwise deal with land to be acquired hereafter, all improvements from time to time situated thereon, and all assets related thereto and held by River Edge from time to time, for the purpose of developing, constructing and operating an ecologically-oriented

¹ **River Edge Cohousing LLC is fictitious; this document is a sample prepared by Jonathan Klein, Klein Hornig LLP, 145 Tremont Street, Boston, Massachusetts 02111, jklein@kleinhornig.com, 617-224-0600. This is a complex legal agreement with significant legal implications and consequences, and should not be utilized without consulting a capable attorney. Comments or items noted in [square brackets] indicated areas where substantive choices should be considered, although the absence of brackets for other items does not necessarily indicated that a provision can not be modified. For more information on Klein Hornig LLP, please visit our web site: www.kleinhornig.com.**

cohousing community according to the terms of this Agreement as it may be amended from time to time (the “Project”), provided, however, that River Edge may engage in any other lawful business activities which a limited liability company may engage in under the Act.

ARTICLE II Members

2.1 Members; Member Households; Equity Members; Associate Members.

(a) River Edge has a policy of non-discrimination. No person shall be discriminated against in application for membership or other participation in the activities of River Edge on the basis of race, religion, national or ethnic origin, gender, age, sexual preference, cultural or class background, able-bodiedness, parental status, marital status, veteran status or any similar grounds, but River Edge reserves the right to choose as Members persons: (i) who will be responsible members of River Edge’s planned cohousing community and (ii) so as to promote its goal of creating a diverse community.

(b) “Member” as used in this Agreement refers to individual members of River Edge who have executed this Agreement or who have become Members pursuant hereto. “Member Household” refers to each self-defined subset of all Members (including subsets consisting of one Member, if any) who intend to purchase and occupy a particular Unit together. For purposes of this Agreement, Capital Contributions and Capital Accounts shall be recorded on the basis of Member Households.

(c) Except where otherwise stated in this Agreement, the terms (i) “Members” and (ii) “Member Households” as used in this Agreement shall be deemed to include both (i) Equity Members and Associate Members and (ii) Equity Member Households and Associate Member Households, it being the express intention of the Members that Associate Members and Equity Members share equally in decision-making and other community responsibilities except as otherwise specifically described in this Agreement. **[Group – We understand this to be your goal but it is worth considering the potential “free rider” problems that might arise from giving equal control to non-equity members]**

(d) An “Equity Member” is a person that has signed a membership agreement in the form prescribed from time to time by the Administrative Committee and has made or agreed to make a Capital Contribution pursuant to Article III of this Agreement. An “Associate Member” is a person that has signed a membership agreement in the form proscribed from time to time by the Administrative Committee and has paid a one-time non-refundable (under any circumstances) membership fee of \$150 or such other amount as the Administrative Committee shall from time to time determine. Associate Members have no obligations to make Capital Contributions.

(e) The initial Equity Members of River Edge, the composition of the initial Equity Member Households, their addresses and their actual Capital Contributions are listed on Schedule A. Schedule A shall be amended from time to time to reflect the withdrawal or resignation of Equity Members or the admission of additional Equity Members or any other changes to the information included on Schedule A. The Administrative Committee (as defined in Section 6.1 below) shall be responsible for keeping Schedule A current and shall notify the Members of changes to Schedule A, which shall constitute the record list of the Equity Members and Equity Member Households for all purposes of this Agreement.

(f) The initial Associate Members of River Edge, the composition of the initial Associate Member Households, their addresses and their paid membership fee are listed on Schedule B. Schedule B shall be amended from time to time to reflect the withdrawal or resignation of Associate Members or the admission of additional Associate Members or any other changes to the information included on Schedule

B. The Administrative Committee (as defined in Section 6.1 below) shall be responsible for keeping Schedule B current and shall notify the Members of changes to Schedule B, which shall constitute the record list of the Associate Members and Associate Member Households for all purposes of this Agreement.

2.2 Admission of Additional Equity Members. A person not originally a signatory to this Agreement may be admitted to River Edge as an additional Equity Member under the following terms:

(a) Such person, together with any other person(s) intending to be part of the same household, submits a membership application to the Administrative Committee. The Administrative Committee shall promptly forward such application to each of the Members.

(b) Such person, together with any other person(s) intending to be part of the same household, has demonstrated satisfactory evidence of willingness and ability to be a responsible member of River Edge's planned cohousing community and to satisfy the applicable requirements concerning Capital Contributions as set forth in Article III (including the payment of any deposits as required by the Members) or as otherwise determined by the Members.

(c) Such person has satisfied any other conditions determined by the Members.

(d) Such person is admitted to River Edge by the Members and executes a counterpart copy of or signature page to this Agreement, as it may have been amended.

2.3 Admission of Additional Associate Members. A person not originally a signatory to this Agreement may be admitted to River Edge as an additional Associate Member under the following terms:

(a) Such person, together with any other person(s) intending to be part of the same household, submits a membership application to the Administrative Committee. The Administrative Committee shall promptly forward such application to each of the Members.

(b) Such person, together with any other person(s) intending to be part of the same household, has demonstrated satisfactory evidence of willingness and ability to be a responsible member of River Edge's planned cohousing community and to satisfy the applicable requirements concerning the membership fee as set forth in Section 2.1(b) or as otherwise determined by the Members.

(c) Such person has satisfied any other conditions determined by the Members.

(d) Such person is admitted to River Edge by the Members and executes a counterpart copy of or signature page to this Agreement, as it may have been amended.

2.4 Unit Selection and Unit Transfer.

(a) Unit selection will initially be done through a consensus process mediated by a committee to which such task is delegated. In the event that selection by consensus fails, each Equity Member Household shall select its Unit based on its accrued seniority. Each current and future Equity Member Household shall accrue seniority from the date of fulfilling its initial Capital Contribution as set forth in Section 3.1. The Administrative Committee shall maintain records of accrued seniority for all Equity Member Households. The greater the Equity Member Household seniority, the higher the priority of the Equity Member Household's Unit choice. In the event that more than one Equity Member Household has the same level of seniority, the Administrative Committee shall determine the Unit

selection order as to such Equity Member Households.

(b) If at any time or from time to time an Equity Member Household wishes to suspend its involvement in general non-financial Member Household obligations (such as membership meetings, committee participation or other membership activities), the Equity Member Household shall give the Administrative Committee written notice five (5) days before the suspension of membership activities shall take effect (“Voluntary Suspension”). Seniority will not accrue during any period of Voluntary Suspension. During the period of such Voluntary Suspension, an Equity Member Household that has not fulfilled its initial Capital Contribution obligation must continue to make all scheduled cash contributions to River Edge as determined by the Members under Section 3.1. An Equity Member Household may end its Voluntary Suspension and recommence its accrual of seniority by (i) giving written notice to the Administrative Committee and (ii) attending a general Member meeting. During the period of any Voluntary Suspension, suspended Equity Members shall have all the rights of non-suspended Equity Members with respect to notices, inspection of records, attendance at meetings and all other matters, but no right to participate in decision making under Section 2.6.

(c) It is currently contemplated that upon completion of the construction of the Project, the Units will be transferred in condominium form to Members at prices designed to cover in the aggregate all of River Edge’s costs in connection with the Project, all as determined by the Members.

2.5 Additional Policies and Procedures. While this Agreement serves to define the legal framework of the operations of River Edge, the Members may from time to time decide to adopt and implement additional policies and procedures. Any such policies and procedures will be documented in a policy handbook (the “Policy Handbook”), a copy of which will be kept at River Edge’s principal business address, and copies of which shall be available to any Member upon request. In the event of a conflict between the provisions of this Agreement and any provision contained in the Policy Handbook, the applicable provision of this Agreement shall control.

2.6 Decision Making.

(a) Decision Making Process. Except for Emergency Decisions described in Section 2.6(d), the Members shall attempt in good faith to reach a consensus of all Members before putting any matter to a vote and if such a consensus is reached, the decision shall be binding and recorded in the minutes of the meeting. If a consensus is not reached, the matter may be proposed by any Member to the Members for a binding vote. Unless otherwise specified in this Agreement for a particular kind of decision, all matters, whether approved by consensus or by vote, shall require the approval of not less than [seventy-five percent (75%)] of all the Members. Each Member shall have one vote on any matter submitted to the Members for approval, regardless of Member Household affiliation or Percentage Interest, unless otherwise specified in this Agreement for a particular kind of decision. **[Group – please customize consensus process, which may be in an attachment or the Policy Handbook; also consider whether basic voting unit should be the Member or Member Household]**

(b) With respect to any matter requiring a vote or approval from a Member Household, any member of the Member Household shall be conclusively presumed to have authority to vote or consent to such matter on behalf of such Member Household.

(c) Any matter referred to in this Agreement as requiring the “approval” or “consent” of the Members or of River Edge shall require approval in the manner set forth in Section 2.6(a), unless explicitly stated otherwise elsewhere in this Agreement or any properly adopted amendment to this Agreement. Any matter referred to in this Agreement as requiring the “approval” or “consent” of all of

the Members or all Member Households, or words of similar import, shall require written approval of each Member or Member Household, as applicable. Email correspondence shall constitute an appropriate method for giving any written approval required under this Agreement.

(d) Emergency Decisions. Any decision the Administrative Committee determines cannot be made by consensus or vote of the Members due to time limitations and/or economic pressures (hereinafter referred to as an “Emergency Decision”), or any decision delegated to the Administrative Committee by the Members, may be made by [unanimous][majority][other percentage] vote or [unanimous][majority][other percentage] written consent of the Administrative Committee. If time permits, the members of the Administrative Committee who are involved in any Emergency Decision shall make a reasonable effort to contact all Members by telephone and/or email and to convene a meeting of the Members (which may be by telephone or other electronic means) prior to making the Emergency Decision.

2.7 Reimbursement for Organizational Costs. Members shall be reimbursed by River Edge for approved organizational expenses paid by the Members.

2.8 Equity Member Households’ Percentage Interests. An Equity Member Household’s percentage interest in River Edge shall be computed as a fraction, the numerator of which is the total of the Equity Member Household’s Capital Contribution (as defined in Article III below) and the denominator of which is the total, from time to time, of all Capital Contributions of all Equity Member Households. This fraction shall be referred to in this Agreement as a percentage, which shall be called each Equity Member Household’s “Percentage Interest” in River Edge.

2.9 Meetings; Notice; Recordkeeping. [**Group – change as needed**] River Edge shall hold regular general Member meetings on the second and fourth Sunday of each month. To accommodate holidays and other scheduling issues, the regularly scheduled meetings may be moved to other times as agreed upon during a prior regularly scheduled meeting. No additional notice shall be required for a regularly scheduled meeting, provided the exact time and place of the meeting is provided to all Members (by email or telephone) at least 24 hours in advance of the meeting. Special meetings may be called by the Members at any meeting, or by any four Members, or by the Administrative Committee, who shall give all Members at least 48 hours notice (by email or telephone) of the time and place of the meeting. A meeting facilitator shall be appointed by the Members at each meeting and rotated between meetings. Written minutes of the discussions and proposals presented at a general or special meeting and the decisions made and matters approved at such meetings shall be taken by one of the Members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed by the person who records the minutes in River Edge’s record books after the meeting. Meetings of the Members or of the Administrative Committee may be held by telephone conference call, or with participation of one or more persons by telephone conference call, provided that all participants are able to hear and speak to each other.

2.10 Quorum. There shall be a quorum at any meeting of the Members if there are Members present representing [50%] or more of the non-suspended Equity Member Households. A Member may participate in a meeting and count toward the quorum if participating by “speaker phone” provided such Member can hear and be heard by all other participants.

2.11 Confidentiality. At no time will any Member divulge, furnish, disclose or make available to any person, firm, organization or company, or use for his or her own benefit, or for the benefit of others, any non-public knowledge or information with respect to any other Member or to River Edge, or

any other information that is proprietary to River Edge without the written consent of such other Member or of River Edge.

ARTICLE III
Capital Contributions and Liability of Members

3.1 Capital Contributions by Equity Member Households. Each Equity Member Household shall make cash contributions (“Capital Contributions”) to River Edge on a schedule determined by the Members. The Members may decide, from time to time, to require the payment of additional Capital Contributions by Equity Member Households, on or by a specified date. Members may assess Capital Contributions to be used for one or more of the following purposes: (i) the costs of providing childcare, costs associated with meeting rooms, administrative and office costs, legal costs and the like, (ii) costs of architects, engineers, consultants, contractors, attorneys and others in connection with planning, permitting and constructing the Project to the extent such costs are not funded by River Edge through borrowing or in some other manner, (iii) such amounts required prior to closing of a loan for construction of the Project or subsequent thereto in order to complete construction of the Project, and (iv) such other purposes as the Members may from time to time determine. **[Group – consider giving greater rights to Equity Members than to Associate Members with respect to determinations regarding amounts, timing and use of Capital Contributions]**

3.2 Failure to Make Capital Contributions. If an Equity Member Household fails to make a required Capital Contributions within the time determined for such Capital Contributions, as such time may be extended by the Members, and if such failure continues for more than thirty (30) days, the remaining Members may, by a minimum [75%] vote pursuant to Section 2.6(a) and written notice to Members of the delinquent Equity Member Household, terminate the membership of the delinquent Equity Member Household and all Members thereof. In such event, any prior Capital Contributions of the delinquent Equity Member Household shall be held by River Edge, subject to the further provisions below, and the neither the Equity Member Household nor any Member thereof shall be entitled to return of same, except as explicitly set forth below. Such Capital Contributions shall be returned to the Equity Member Household by River Edge if and only if sufficient funds remain for same after River Edge has successfully concluded the development of the Project, has completed the sale of the last Unit, and after all expenses in connection with the Project have been paid. All or a portion of the any such Capital Contributions may be returned at an earlier date by River Edge in its sole discretion. River Edge agrees with each Equity Member Household that it shall use reasonable efforts to complete the Project on financial terms that allow the refund of any such Capital Contributions. In the event that, at the conclusion of the Project and the sale of the last Unit, the remaining funds are less than the total of Capital Contributions subject to return under this section and Section 4.1 below (regarding voluntary withdrawal) and Section 4.2 below (regarding expulsion of members), then the funds shall be applied pro rata to the amounts due.

3.2A Risk of Loss of Capital Contribution. By execution of this Agreement or a counterpart signature page, each Equity Member explicitly agrees to the terms set forth in Section 3.2 above, Section 4.1 and 4.2, including provisions regarding forfeiture of its Capital Contribution, and further acknowledges that (i) in the event the Project can not be completed by River Edge, there is a likelihood that all or a portion of its Capital Contribution will be forfeited, (ii) even if the Project is completed by River Edge, it is possible that there may not be sufficient funds remaining after completion to return that all or a portion of its Capital Contribution, (iii) the obligation of River Edge to use “reasonable efforts” is not intended to require River Edge to charge its Members who purchase Units more than it would have otherwise in order to raise additional funds to return Capital Contribution under this Section 3.2, (iv) in no event shall any Member of River Edge have

any personal obligation for the return of any Capital Contribution, and (v) as a result of the foregoing, there is a significant risk of forfeiture of its Capital Contribution in certain circumstances.

3.3 No Interest on Capital Contributions. No interest shall be paid on funds or property contributed as Capital Contributions to River Edge, or on funds reflected in the Capital Accounts of the Equity Members.

3.4 Capital Account Bookkeeping. A Capital Account shall be set up and maintained on the books of River Edge for each Equity Member Household. The Capital Account shall reflect each Equity Member Household's Capital Contribution to River Edge.

3.5 Consent to Capital Contribution Withdrawals and Distributions. Equity Member Households shall not have any right to withdraw any part of their Capital Contributions or to receive distributions, whether in property or cash, except as may be determined from time to time by the Members. No Equity Member Household shall be given priority or preference with respect to other Equity Member Households in obtaining a return of its Capital Contribution.

3.6 Allocations of Profits and Losses. The profits and losses of River Edge, and all items of its income, gain, loss, deduction and credit shall be allocated to Equity Members according to each Equity Member Household's Percentage Interest in River Edge. Each Equity Member Household shall notify the Administrative Committee in writing annually of such Equity Member Household's agreed allocation of profits and losses for tax purposes among its Members. If the Administrative Committee is not so notified of such allocation method, such allocations shall be made equally to each Member of the Equity Member Household.

3.7 Allocation and Distribution of Cash to Members. Cash from River Edge business operations, as well as cash from any sale or other disposition of River Edge capital assets, may be distributed from time to time to Equity Member Households in accordance with each Equity Member Household's Percentage Interest in River Edge, as may be decided by the Members.

3.8 Allocation of Noncash Distributions. If proceeds of business operations or any sale or other disposition of River Edge capital assets consist of property other than cash, the Members shall decide the value of the property and allocate such value among the Equity Member Households in accordance with each Equity Member Household's Percentage Interest. If such noncash proceeds are later reduced to cash, such cash may be distributed among the Equity Member Households as provided in Section 3.7.

3.9 Allocation and Distribution of Liquidation Proceeds. Regardless of any other provision in this Agreement, if there is a distribution in liquidation of River Edge, or when any Equity Member Household's interest is liquidated (other than under Section 3.2 above), all items of income and loss shall be allocated to the Equity Member Households' Capital Accounts, and all appropriate credits and deductions shall then be made to these Capital Accounts before any final distribution is made. A final distribution shall be made to Equity Member Households only to the extent of, and in proportion to, any positive balance in each Equity Member's Capital Account.

3.10 Member Loans to River Edge. River Edge may from time to time borrow money from Members, on such terms and conditions, including interest, as are agreed by River Edge and the Member making the loan. A loan shall be evidenced by a promissory note stating its terms, and shall not be

considered a Capital Contribution or affect the Capital Account of the Member Household to which the Member making the loan belongs.

3.11 Liability of Members. Except as otherwise provided in the Act, no Member shall be obligated personally for any debt, obligation or liability of River Edge or of any other Member, whether arising in contract, tort or otherwise, by reason of being a Member. Except as otherwise provided in the Act, by law or expressly in this Agreement, no Member shall be liable to River Edge or any other Member for acting in good faith reliance upon the provisions of this Agreement. No Member shall have any liability to restore any negative balance in his or her Capital Account or to contribute to or in respect of the liabilities or obligations of River Edge or restore any amounts distributed from River Edge except as required under the Act or other applicable law.

3.12 Application of Capital Contributions to Unit Purchase Price. Certain portions of Capital Contributions of Equity Member Households shall be applicable to Unit purchase prices pursuant to the terms of the “Member Incentive Plan,” a copy of which is attached as Schedule C hereto, as it may be amended by the Members from time to time, and as may otherwise be determined by the Members.

ARTICLE IV Withdrawal and Expulsion

4.1 Withdrawal of Members. A Member Household may withdraw from River Edge by giving written notice (which may be by email) to all other Members at least thirty (30) days before the date the withdrawal is intended to be effective. If such withdrawing Member Household is an Equity Member Household, any prior Capital Contribution of such withdrawing Equity Member Household shall be forfeited to River Edge, and neither the Equity Member Household nor any Member thereof shall be entitled to or have any claim with respect to return of same, except as provided below. Such Capital Contributions shall be returned to the Equity Member Household by River Edge if and only if sufficient funds remain for same after River Edge has successfully concluded the development of the Project, has completed the sale of the last Unit, and after all expenses in connection with the Project have been paid. All or a portion of any such Capital Contributions may be returned at an earlier date by River Edge in its sole discretion. Subject to Section 3.2A, River Edge agrees with each Equity Member Household that it shall use reasonable efforts to complete the Project on financial terms that allow the refund of any such Capital Contributions. In the event that, at the conclusion of the Project and the sale of the last Unit, the remaining funds are less than the total of Capital Contributions subject to return under this section and Section 3.2 above (regarding failure to make capital contributions), and Section 4.2 below (regarding expulsion of members) then the funds shall be applied pro rata to the amounts due.

4.2 Expulsion of Members. A Member Household and each of the individual members within the member household may be expelled from River Edge by a unanimous consensus decision of all the other Member Households. Such a consensus call will occur at a special meeting at which, absent extraordinary circumstances or safety concerns, the Member facing expulsion shall have the right to be heard. Such unanimous consensus is the only method by which such expulsion decision may be made. Expulsion cannot be accomplished through a vote. Consensus for expulsion is final. Member Households may be expelled for, among other reasons, financial or other serious impropriety, embezzlement, and/or fraud as determined by such a special meeting. In the event that an Expelled Member Household is an Equity Member Household, any prior Capital Contribution of such expelled Equity Member Household shall be forfeited to River Edge, and neither the Equity Member Household nor any Member thereof shall be entitled to or have any claim with respect to return of same, except as provided below. Such Capital Contributions shall be returned to the Equity Member Household by River Edge if and only if sufficient funds remain for same after River Edge has successfully concluded the

development of the Project, has completed the sale of the last Unit, and after all expenses in connection with the Project have been paid. All or a portion of any such Capital Contributions may be returned at an earlier date by River Edge in its sole discretion. Subject to Section 3.2A, River Edge agrees with each Equity Member Household that it shall use reasonable efforts to complete the Project on financial terms that allow the refund of any such Capital Contributions. This is identical to the consequences of voluntarily withdrawal under Section 4.1, above. In the event that, at the conclusion of the Project and the sale of the last Unit, the remaining funds are less than the total of Capital Contributions subject to return under this section, Section 3.2 above (regarding failure to make financial contributions), and Section 4.1 above (regarding voluntary withdrawal), then the funds shall be applied pro rata to the amounts due.

ARTICLE V Distributions; Profits and Losses

5.1 Distribution of River Edge Funds. Except as provided in Sections 3.7, 3.8 and 5.2, and as specifically determined from time to time by the Members, River Edge shall not make any distributions of cash or other property.

5.2 Distribution Upon Dissolution. Proceeds from a Terminating Capital Transaction and amounts available upon dissolution, and after payment of, or adequate provision for the debts and obligations of River Edge, and liquidation of any remaining assets of River Edge, shall be distributed and applied in the following priority:

(a) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by the Administrative Committee, provided that, upon the expiration of such period of time as the Administrative Committee shall deem advisable, the balance of such reserves remaining after payment of such contingencies shall be distributed in the manner hereinafter set forth in this Section 5.2; and

(b) Second, to the Equity Members, an amount sufficient to reduce the Equity Member Households' Capital Accounts to zero, in proportion to the positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by (i) all other River Edge transactions (distributions and allocations of profits and losses and items of income, gain, deduction, and loss) and (ii) such Terminating Capital Transaction).

5.3 Distribution of Assets. No Member shall have the right to require any distribution of any assets of River Edge to be made in cash or in kind. If the Members determine to distribute assets of River Edge in kind, such assets shall be distributed on the basis of their fair market value. Any Member entitled to any interest in such assets shall receive separate assets of River Edge, and not an interest as tenant-in-common with other Members so entitled in each asset being distributed unless otherwise determined by the Members. The fair market value of such assets shall be determined by the Members.

5.4 Allocation of Profits and Losses.

(a) For income tax purposes, allocations of net profits, other than net profits being allocated at the time of dissolution and liquidation of River Edge, shall be made to the extent possible to the Equity Members in the same amounts as (and in proportion to if less than) the distributions that would be made to the Equity Members under Section 5.2 for the same period. All other allocations for income tax purposes shall be made as follows: (i) net profits shall be allocated among the Equity Members in the manner necessary to increase each Equity Member Household's Capital Account (after increasing the

Capital Account balances by the amounts of “partnership minimum gain” and “partner minimum gain” that would be allocated to the Equity Members if all River Edge assets were sold for an amount equal to the indebtedness encumbering such assets) to an amount equal to the amount of cash such Equity Member would be entitled to receive pursuant to Section 5.2 if an amount of cash equal to the net positive Capital Account balances (after such allocation and after increasing the Capital Account balances by the amounts of “partnership minimum gain” and “partner minimum gain” as described above) were distributed to the Members pursuant to Section 5.2, and (ii) net losses shall be allocated among the Equity Members in the manner necessary to reduce each Equity Member Household’s Capital Account (after increasing the Capital Account balances by the amounts of “partnership minimum gain” and “partner minimum gain” as described above) to an amount equal to the amount of cash such Equity Member would be entitled to receive pursuant to Section 5.2 if an amount of cash equal to the net positive Capital Account balances (after such allocation and after increasing the Capital Account balances by the amounts of “partnership minimum gain” and “partner minimum gain” as described above) were distributed to the Equity Members pursuant to Section 5.2. Notwithstanding the foregoing, all allocations of “partnership nonrecourse deductions” and “partnership minimum gain” and other items that cannot have economic effect (except “partner nonrecourse deductions” and “partner minimum gain”) shall be allocated to the Equity Members in accordance with the Equity Members’ interests in River Edge, which, unless otherwise required by Code Section 704(b) and the regulations promulgated thereunder, shall be in proportion to the Percentage Interests of the Equity Member Households, and all “partner nonrecourse deductions” and “partner minimum gain” shall be allocated in accordance with the provisions of Regulations Section 1.704-2. This Section 5.4(a) is intended to comply in full with the Regulations under Section 704(b) of the Code, including the “qualified income offset” and “minimum gain chargeback” provisions thereof, and shall be interpreted consistently therewith.

(b) Net profits and net losses shall be as determined for reporting on River Edge’s Federal income tax return. All items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Equity Members in the same percentages in which the Equity Members share in net profits and net losses. Notwithstanding the foregoing, if the book value of property (as such term is used in Regulation Section 1.704-1(b)(2)(iv)(g)) differs from its tax basis, then for the purposes of this Agreement, all determinations of income, gain, loss and deduction shall be determined with respect to such book value in accordance with the rules of Regulation Section 1.704-1(b)(2). In accordance with Code Section 704(c) and the Regulations thereunder, depreciation, amortization, gain, loss, and deduction with respect to any property contributed to the capital of River Edge shall, solely for tax purposes, be allocated among the Equity Members so as to take account of any variation between the adjusted basis of such property to River Edge for Federal income tax purposes and its initial book value, such allocation to be made by the Administrative Committee in accordance with the so-called “traditional method with curative allocations solely in the case of a sale of property” under Regulation Section 1.704-3(c)(iii)(B).

ARTICLE VI Administration

6.1 Administrative Committee. The Members, acting through an Administrative Committee comprising one or more Equity Members [and such other Members or non-Members as the Members may from time to time determine] (the “Administrative Committee”), shall manage the affairs of River Edge. The Members shall designate one or more member(s) of the Administrative Committee to be the coordinator of the Administrative Committee (the “Membership Coordinator”), one or more member(s) of the Administrative Committee to be the treasurer of River Edge (the “Treasurer”), and may designate titles for other members of the Administrative Committee. The Members hereby designate _____

as Membership Coordinator, and _____ as Treasurer. The other members of the Administrative Committee are _____ and _____. Members of the Administrative Committee shall be appointed by the Members and shall serve for [one-year terms] or until their successors are appointed; provided however that at any time and from time to time the Members may remove the Membership Coordinator, the Treasurer or any other members from the Administrative Committee with or without cause and may appoint one or more replacement or additional members to the Administrative Committee; provided further however that at all times at least one of the members of the Administrative Committee shall be an Equity Member. **[Group – consider and modify actual titles to suit your structure.]**

6.2 Powers and Duties of the Administrative Committee. The members of the Administrative Committee are authorized to perform all acts necessary to perfect the organization and continued existence of River Edge and to carry out its business operations expeditiously and efficiently. The members of the Administrative Committee may certify to other businesses, financial institutions and individuals as to the authority of one or more Members or officers of River Edge to transact specific items of business on behalf of River Edge. Any action taken by the Administrative Committee shall bind River Edge and shall be deemed to be the action of River Edge. The signature of the [Membership Coordinator or Treasurer] on any agreement, contract, instrument or other document shall be sufficient to bind River Edge in respect thereof and conclusively evidence the authority of the Administrative Committee and River Edge with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party. Unless specifically authorized by the Members, no Member that is not a member of the Administrative Committee shall be an agent or officer of River Edge or have any right, power or authority to act for or to bind River Edge or to undertake or assume any obligation or responsibility of River Edge or of any other Member.

The Membership Coordinator’s duties include: maintaining Schedule A and Schedule B; collecting and maintaining signed membership agreements; coordinating the Membership and Marketing Committee. The Treasurer’s duties include: maintaining a record of all money received and dispersed by River Edge; providing a clear record of financial transactions to any bookkeepers and accountants contracted by River Edge; maintaining bank records; reimbursing Members for agreed upon expenses incurred on behalf of River Edge; paying vendors in a timely manner; reporting bank balances and financial transactions to the Members; providing financial records to the Business and Legal Committee.

6.3 Other Committees. The Members may from time to time designate other committees, each such committee to consist of one (1) or more Members or other persons designated by the Members and which committee(s) shall have and may exercise such powers as shall be delegated, conferred or authorized by the resolution(s) designating such committee. The Members shall have the power at any time to discharge, change the membership or authority of, or fill vacancies in, any such committee.

The Members hereby designate a Membership and Marketing Committee, consisting of _____ and _____. The Membership and Marketing Committee shall have and may exercise the following powers: _____.

The Members hereby designate a Business and Legal Committee, consisting of _____ and _____. The Business and Legal Committee shall have and may exercise the following powers: _____.

The Members hereby designate a Physical and Design Committee, consisting of _____ and _____. The Physical and Design Committee shall have and may exercise the following powers: _____.

6.4 Decision Making Process. Except if and to the extent the Members or this Agreement may otherwise from time to time provide, all committees shall make decisions in accordance with the decision-making process set forth in Section 2.6 and shall call and conduct meetings and take action without a meeting as set forth in Section 2.6. All decisions of a committee shall be reported back to the Members as specified in the resolution(s) designating the committee.

6.5 Compensation of Administrative Committee Members. [Members of the Administrative Committee may be compensated in the discretion of the Members according to the nature and extent of the services rendered by such persons.] Mere ministerial services, such as the performance of administrative duties specified in this Agreement, will normally not be compensated. Notwithstanding the foregoing, each member of the Administrative Committee (and any other Member, as applicable) may be reimbursed by River Edge, in the discretion of the Members, for out-of-pocket expenses paid by such person in carrying out the duties of his or her office.

ARTICLE VII Tax and Financial Provisions

7.1 Tax Classification. The Members intend that River Edge be initially classified as a partnership for Federal and state income tax purposes. It is understood that the Members may agree to change the tax treatment of River Edge by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

7.2 Tax Year and Accounting Method. The tax year of River Edge shall end on December 31 of each year. River Edge shall use the cash method of accounting. Both the tax year and the accounting period of River Edge may be changed only with the approval of the Members, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

7.3 Tax Matters Partner. To the extent required under Internal Revenue Code provisions or regulations, River Edge designates the Treasurer as a “tax matters partner” in accordance with Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for River Edge in dealings with the IRS as required under the Code and Regulations, and who will report to the Members on the progress and outcome of these dealings.

7.4 Annual Income Tax Returns and Reports. Within 60 days after the end of each tax year of River Edge, a copy of River Edge’s state and Federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each Member, together with any additional information and forms necessary for each Equity Member to complete his or her individual state and Federal income tax returns. If River Edge is classified as a partnership for income tax purposes, this additional information shall include a Federal (and, if applicable, state) Form K-1 (Form 1065-Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of River Edge.

ARTICLE VIII Transfers of Interests

8.1 Restrictions on the Transfer of Membership. Membership shall not be Transferable, and no membership interest may be Transferred, except with the advance written consent of [all] Members.

Any purported Transfer in violation of this provision shall be void and of no force or effect whatsoever, and shall not bind, or be recognized by, or on the books of, River Edge, and any Transferee or assignee in such transaction shall not be or be treated as or deemed to be a Member for any purpose. A Member's seniority is not transferable.

8.2 Continuation of River Edge. Notwithstanding a Transfer or other withdrawal from River Edge of a Member, as to all of his or her interest as a Member, River Edge shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of the [Commonwealth of Massachusetts].

8.3 Rules for Transfer.

(a) Every Transfer of a Member's interest in River Edge, which is permitted under Section 8.1 shall nevertheless be subject to the following:

(i) No Transfer may be made if such Transfer would cause or result in a breach of any agreement binding upon River Edge or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer, which could have any material adverse impact on River Edge. The Members may require as a condition of any Transfer that the Transferor assume all costs incurred by River Edge in connection therewith.

(ii) No Transfer may be made if, by reason of such Transfer, the existence of River Edge as a limited liability company under the Act would be adversely affected or jeopardized or if the classification of River Edge as a partnership for Federal income tax purposes would be adversely affected or jeopardized or such Transfer would have any other material adverse tax impact on River Edge or on any Member.

(iii) In the event of any Transfer of an interest, the parties to the Transfer shall file with River Edge a duly executed counterpart original of the instrument affecting such Transfer. The Transferee shall submit to the Membership Coordinator a membership application pursuant to Section 2.2. The Transferee shall enter into an agreement which is valid and binding with respect to the Transferee, River Edge and all of the Members, the effect of which is that the Transferred interest is subject to the applicable provisions of this Agreement with the same force and effect as if the Transferee had originally been a party hereto with respect to such interest. Each Transferee shall also execute such additional instruments as shall be required by River Edge. If such applications, agreements and instruments are not so executed and filed, River Edge need not recognize any such Transfer for any purpose, and the Transferee shall be entitled only to the rights which are required under the Act to be afforded to a Transferee who does not become a Member. A Transferee shall only become a Member with the consent of the Members.

(b) Any person who acquires in any manner whatsoever an interest (or any part thereof) in River Edge, whether or not such person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into River Edge as a Member as provided in Section 2.2 and 8.3(a)(iii), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(c) In the event any Member shall at any time Transfer an interest in contravention of any of the provisions of this Agreement, then River Edge and each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction,

and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law, it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the violation of the provisions concerning such transactions set forth in this Agreement.

ARTICLE IX
Dissolution

9.1 Events That Trigger Dissolution. The following events shall trigger dissolution of River Edge:

- (a) the expiration of the term of existence of River Edge if such term is specified in the Certificate or a similar organizational document, or this Agreement;
- (b) the decision of the Members, in accordance with Section 2.6, to dissolve River Edge; or
- (c) entry of a decree of dissolution of River Edge under state law.

9.2 Procedures on Dissolution. Dissolution shall be effective on the day on which the event occurs giving rise to the dissolution, but River Edge shall not terminate until the Certificate shall be canceled. Notwithstanding the dissolution of River Edge, prior to the termination, the business and the affairs of River Edge shall be conducted so as to maintain the continuous operation of River Edge pursuant to the terms of this Agreement. Upon dissolution of River Edge, the Administrative Committee, or if none, a liquidator designated by the Members shall liquidate the assets of River Edge, apply and distribute the proceeds thereof under Section 5.2 of this Agreement, and cause the cancellation of the Certificate.

ARTICLE X
General Provisions

10.1 Title to Assets. All personal and real property of River Edge shall be held in the name of River Edge and not in the names of individual Members.

10.2 Waiver of Partition. Each Member agrees that irreparable damage would be done to River Edge if any Member brought an action in court to dissolve River Edge. Accordingly, unless otherwise expressly authorized in this Agreement, each Member agrees that he, she, or it shall not, either directly or indirectly, take any action to require partition or appraisal of River Edge or of any of the assets or properties of River Edge, and notwithstanding any provisions of this Agreement to the contrary, each Member accepts the provisions of this Agreement as his, her, or its sole entitlement on termination, dissolution and/or liquidation of River Edge and hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale or other liquidation with respect to his or her interest, in or with respect to, any assets or properties of River Edge, and each Member agrees that he or she will not petition a court for the dissolution, termination or liquidation of River Edge.

10.3 Indemnification. Each Member, each member of the Administrative Committee, and his or her agents, affiliates, officers, directors and owners, shall be entitled to indemnity from River Edge for any liability incurred and/or for any act performed by them within the scope of the authority conferred on them, by this Agreement, and/or for any act omitted to be performed, except for any breach of fiduciary duty to River Edge or to other Members or gross negligence or willful misconduct, which indemnification

shall include all reasonable expenses incurred, including reasonable legal and other professional fees and expenses.

10.4 Records. The Administrative Committee shall keep at River Edge's principal business address: a copy of the Certificate of Organization, a signed copy of this Agreement, a copy of all proceedings of membership meetings, the Policy Handbook, a copy of all proceedings of the Administrative Committee, an up-to-date Schedule A and Schedule B, with notations on any transfers of Members' interests to nonmembers or persons being admitted into membership in River Edge, books of account of the River Edge's financial transactions, River Edge's tax returns for the preceding six tax years, records of Member Household seniority and any other official records and documents pertaining to the operations of River Edge. The Administrative Committee shall keep or cause to be kept complete and accurate books and records of River Edge, using the same methods of accounting which are used in preparing the Federal income tax returns of River Edge to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Any Member may inspect any and all records maintained by River Edge upon reasonable notice to River Edge, and Members may at their own expense copy any such records.

10.5 Bank Accounts. River Edge shall designate one or more banks or other institutions for the deposit of the funds of River Edge, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more Members shall be designated by the Members to deposit and withdraw funds of River Edge, and to direct the investment of funds from, into and among such accounts. The funds of River Edge, however and wherever deposited or invested, shall not be commingled with the personal funds of any Member or any other person.

10.6 Mediation of Disputes Among Members. In any dispute over the provisions of this Agreement and in other disputes among the Members, other than disputes of a purely personal nature, if the Members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute. All Members agree that it is a necessary prerequisite to the filing of any court action that the party initiating such action first make a good faith attempt to resolve the dispute through mediation.

10.7 Severability. If any provision of this Agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this Agreement, and the remaining provisions shall remain in effect and enforceable.

10.8 Notices. Any and all notices under this Agreement shall be deemed adequately given if given orally, whether in person or by telephone, or, if in writing, by hand delivery, electronic mail, facsimile, express, registered or certified mail, or commercial expedited delivery service to the party or parties for whom such notices are intended.

10.9 Binding Provisions. The covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

10.10 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the [Commonwealth of Massachusetts], including the Act, as interpreted by the courts of the [Commonwealth of Massachusetts], notwithstanding any rules regarding choice of law to the contrary.

10.11 Counterparts. This Agreement may be executed in multiple counterparts and as so executed shall constitute one agreement binding on all parties hereto notwithstanding that all of the

parties have not signed the original or the same counterpart.

10.12 Amendments and Other Actions. This Agreement may be amended or modified by the Members and only in writing.

10.13 Entire Agreement. This Agreement embodies the entire agreement and understanding among the Members with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter, including _____. **[Group: any prior agreements or term sheets?]**

10.14 Survival of Certain Provisions. The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended, to the extent permitted by the Act and applicable law, to survive the dissolution and termination of River Edge, including, but without limitation, the provisions of Sections 2.11, 3.11, 5.2, 5.4, 9.2, 10.4, 10.6 and this 10.14. The Members agree that such provisions of this Agreement which by their terms require, given their context, that they survive the dissolution and termination of River Edge so as to effectuate the intended purposes and agreements of the Members shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of River Edge or the execution of any document terminating this Agreement, unless such termination document specifically provides for nonsurvival by reference to this Section 10.14 and to specific nonsurviving provisions.

ARTICLE XI Index of Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

“Act” means the [Massachusetts] Limited Liability Company Act, in effect at the time of the initial filing of the Certificate of Organization with the office of the Secretary of State of the [Commonwealth of Massachusetts] and as thereafter amended from time to time.

“Administrative Committee” is defined in Section 6.1.

“Agreement” means this Operating Agreement as it may be amended, supplemented, or restated from time to time.

“Associate Member” is defined in Section 2.1(d).

“Bankruptcy” means of the following:

(i) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future Federal bankruptcy act or any other present or future applicable Federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his, her or its properties or his, her or its interest in River Edge (the term “acquiesce” as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty days after such order, judgment or decree); or

(ii) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition filed against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future Federal bankruptcy act or any other present or future applicable Federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under Title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of his, her or its properties or his, her or its interest in River Edge shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty days (whether or not consecutive); or

(iii) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

“Capital Account” shall mean a capital account maintained and adjusted in accordance with the Code and the Regulations, including the Regulations under Sections 704(b) and (c) of the Code. The Capital Account of each Equity Member Household shall be:

- (i) credited with all payments made to River Edge by any Member of such Equity Member Household on account of Capital Contributions (and as to any property other than cash or a promissory note of the contributing Equity Member, the agreed (as between the Members) fair market value of such property, net of liabilities secured by such property and assumed by River Edge or subject to which such contributed property is taken) and by such Equity Member’s allocable share of Profits and items in the nature of income and gain of River Edge;
- (ii) otherwise appropriately adjusted to reflect transactions of River Edge and the Members.

“Capital Contribution” is defined in Section 3.1.

“Certificate” means the Certificate of Organization creating River Edge, as it may from time to time be amended in accordance with the Act.

“Code” means the Internal Revenue Code of 1986, as amended from time to time, and any subsequent Federal law of similar import.

“Emergency Decision” is defined in Section 2.6(d).

“Equity Member” is defined in Section 2.1(d).

“Legal Representative” means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetency of such individual.

“Member” is defined in Section 2.1(b).

“Member Household” is defined in Section 2.1(b).

“Membership Coordinator” is defined in Section 6.1.

“River Edge” means the limited liability company formed pursuant to the Certificate of Organization and this Agreement, as it may from time to time be constituted and amended.

“Percentage Interest” is defined in Section 2.8.

“person” means any natural person, partnership (whether general or limited), limited liability company, trust, estate, association or corporation.

“Policy Handbook” is defined in Section 2.5.

“Project” is defined in Section 1.2.

“Regulations” means the Regulations promulgated under the Code as such Regulations may be amended from time to time.

“Terminating Capital Transaction” means a sale or other disposition of all or substantially all of the assets of River Edge.

“Transfer” and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way of any interest in River Edge, directly or indirectly. Transfer shall specifically, without limitation of the above, include any distributions resulting from death, incompetency, Bankruptcy, liquidation or dissolution of any Member.

“Treasurer” is defined in Section 6.1.

“Unit” shall refer to each residential dwelling unit which is a part of the Project whether or not it has been assigned to a Member Household through the Unit selection process described in Section 2.3(a).

“Voluntary Suspension” is defined in Section 2.4(b).

The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

[end of page; see following pages for signatures]

[Signature Page to River Edge Cohousing LLC Operating Agreement]

EACH OF THE UNDERSIGNED hereby executes, delivers and agrees to be bound by, all the provisions of the River Edge Cohousing LLC Operating Agreement, and specifically acknowledges that it has read and reviewed Section 3.2A thereof, and that he or she has had the opportunity to consult with capable counsel or other consultants regarding the terms of the agreement.

EQUITY MEMBERS

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

[Signature Page to River Edge Cohousing LLC Operating Agreement]

EACH OF THE UNDERSIGNED hereby executes, delivers and agrees to be bound by, all the provisions of the River Edge Cohousing LLC Operating Agreement, and specifically acknowledges that it has read and reviewed Section 3.2A thereof, and that he or she has had the opportunity to consult with capable counsel or other consultants regarding the terms of the agreement.

ASSOCIATE MEMBERS

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

SCHEDULE C

Early Member Incentive Plan