

To: Mike Riggle, Superintendent
District 225 Board of Education

From: Rosanne Williamson, Assistant Superintendent for Education Services

Re: Entrepreneurship: Business Incubator - Legal Parameters

Date: January 15, 2016

On Tuesday, January 12, the Board of Education asked several questions regarding the legal parameters of the new course; Entrepreneurship: Business Incubator. Questions centered around two themes: intellectual property rights and agreement templates provided by Incubatoredu.

Intellectual Property Rights

Incubatoredu has established a clear practice of student teams owning the intellectual property rights for their idea, with the understanding that teachers and adult volunteers are participating to support the educational process embedded in the course. However, the Board has the right to determine if it wants to veer from this practice. Based on our discussions with Incubatoredu, every school in Illinois that has implemented this curriculum has left intellectual property rights in the hands of students. If a funded student team chooses to offer an equity position to a coach, mentor, family member, etc., that is their right and would be handled as part of their business. Note: only student teams that get funding at the end of year one and choose to move forward in forming a business and developing their idea would enter into legal agreements and actually have intellectual property rights.

Incubatoredu Templates

Incubatoredu provides a Student/Parent Agreement template and an Limited Liability Corporation (LLC) template for District 225 to consider as it adjusts the program to meet the needs of Glenbrook students. These documents are suggested templates; there is no obligation for District 225 to use them. Any cost associated with forming an LLC belongs to the students on the team. In some cases, local attorneys have offered their services to student teams on a pro bono basis.

**Business Incubator Start Up
Program Expectations**

Background

Barrington 220 has teamed with business professionals and educators to develop one of the most innovative and exciting high school courses in the nation. Collectively, these supporters represent some of the best of the American business world. The participating entrepreneurs from the Barrington community *alone* have launched over a dozen businesses that have created thousands of jobs.

In this course, students will develop and launch a small entrepreneurial enterprise while exploring the economic and business literature about establishing a startup company. Many class sessions are taught by experts: lawyers, human resource specialists and other business experts in conjunction with a certified teacher. Students are also supported by mentors and experienced volunteer businesspeople, who will share their own practical experience.

Minimum Viable Product

At the beginning of the second semester, students will launch a test version of their business, known as a Minimum Viable Product. With the generous support of the Barrington Educational Foundation, each team of students may receive a nominal grant to finance the launch. Just as with any business, students are expected to account for these funds and maintain proper records (producing receipts, etc.). Students are expected to repay the grant if the enterprise generates a profit. If they lose money, there is no expectation of repayment.

End of Course Presentations

Students will have two opportunities to share their final business plans. The first will be a required, graded presentation to the teacher and a board of volunteers. The second will be by invitation and voluntary. This presentation will be shared with various groups of potential investors, who may choose to financially support the business and create an enterprise that will be run by the students.

The investors may fund more than one business or may choose not to fund any. A second year of advanced study will be a part of the academic program for funded students who will be launching their businesses.

Grading for the course and potential investments are mutually exclusive, meaning students can earn a good grade even if they have not been chosen for funding.

Commercial Confidentiality

This is and always must be an educational process conducted in an open classroom. Students and teachers will engage freely in the exchange and testing of ideas, concepts and processes. During this time, there will be original ideas developed and presented and there will be refinement of those ideas.

As we engage in this process, all participants -- students, teachers, volunteers, and parents -- need to have a common understanding that **there can be no expectation of commercial confidentiality in the ideas and concepts disclosed by a teacher or student in this, or any other, classroom.**

I have read and understood these expectations.

Student signature

Parent Signature

Student printed name

Parent printed name

**OPERATING AGREEMENT
OF _____, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY**

LIMITED LIABILITY COMPANY OPERATING AGREEMENT _____, LLC

An Illinois Limited Liability Company

THIS OPERATING AGREEMENT is made and entered into effective October _____, 2014, by and among

SECTION 1: THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective October ____, 2014, the Members formed a limited liability company under the name _____ LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Illinois Limited Liability Company Act (the "Act"). The rights and obligations of the Member and any future members are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name _____ LLC, or such other name upon which the Member may subsequently determine.

1.3 Purpose. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Illinois.

1.4 Office. The Company will maintain its principal business office within the State of Illinois at the following address: _____ Illinois 60010.

1.5 Registered Agent. Richard X. Fischer is the Company's initial registered agent in the State of Illinois, and the registered office is 2700 W. Higgins Road, Hoffman Estates, Illinois 60169.

1.6 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the then-existing Members.

SECTION 2: CAPITAL CONTRIBUTIONS

2.1 Initial Interest. The initial interest of each Member in the Company shall be as set forth in Schedule 1 attached to this Agreement.

2.2 Capital Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the then-existing Members.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

SECTION 3: ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each

Member's relative interest in the Company as set forth in Schedule 1 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4: INDEMNIFICATION

4.1 Generally. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.2 Indemnification of Foundation Trustees. To the fullest extent permitted by law the Company shall indemnify the Trustees of the Barrington 220 Educational Foundation (the "Indemnitees") and save the Indemnities harmless against any and all claims, demands, costs and expenses, including reasonable attorney's fees for the defense thereof, arising from or associated with the Company, any breach or default on the part of the any other party to this Agreement, or from any act or negligence of any other party to this Agreement or their agents, assign, employees, vendors or customers.

SECTION 5: POWERS AND DUTIES OF MANAGERS

5.1 Management of Company. The Company shall initially be managed by its Manager(s). Each member shall have the right to appoint one (1) Manager. The initial managers shall be _____ . Except as set forth in Section 5.2, the Managers, within the authority granted by the Act and the terms of this Agreement, shall have the power and authority to manage and operate the Company and make day-to-day decisions affecting its business and affairs. In the exercise of his management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, franchise agreements, licensing

agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing. If the number of Managers is two (2) or less, then all Manager actions must be approved by all the then-existing Managers; if the number of Managers is greater than two (2), then all manager actions must be approved by majority vote of the Managers.

5.2 Special Approval Requirements. Notwithstanding anything in Section 5.1 to the contrary, and in addition to any other approval requirements in this Agreement, the Articles of Organization or the Illinois Limited Liability Company Act, the following actions must be approved by the Manager appointed by the Barrington 220 Educational Foundation:

- 5.2.1 Selling, transferring or otherwise disposing the Company's assets or any of the Company's membership interests;
- 5.2.2 Causing the dissolution or winding up of the Company;
- 5.2.3 Incurring any indebtedness on behalf of the Company;
- 5.2.4 Making any distributions, or providing any other form of compensation to, the Members; or
- 5.2.5 Significantly changing the business in which the Company is engaged.
- 5.2.6 Issuing new membership interests

5.3 No Member Involvement in Management. Except as set forth in Section 5.2, Members that are not the Manager shall take no part whatever in the control, management, direction, or operation of the Company's affairs and shall have no power to bind the Company. The Manager may from time to time seek advice from the Members, but need not accept such advice, and at all times the Manager shall have the exclusive right to control and manage the Company. No Member shall be an agent of any other Member of the Company solely by reason of being a Member. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member.

This Section 5.3 supersedes any authority granted to the Members pursuant to the Act. Any Member who takes any action or binds the Company in violation of this Section 5.3 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.4 No Removal. A Manager may not be removed at any time except for Cause by unanimous vote of the Members excluding the Manager being so removed. For purpose of this Agreement, "Cause" shall mean any of the following:

- 5.4.1 the Manager's admission or plea of no contest to, or conviction of, a felony;
- 5.4.2 the bankruptcy or insolvency of the Manager;
- 5.4.3 the Manager's fraud, willful misconduct or gross negligence in the performance of its obligations hereunder; or
- 5.4.4 the Manager's breach of his or her obligations under the Act or this Agreement which breach results in a material adverse impact on the Company and which breach is not cured within thirty (30) days following written notice to the Manager from the Members holding a majority interest in Company specifying in reasonable detail the nature of such breach.

SECTION 6: SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

6.3 Exculpation. Any act or omission of a Manager, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Manager to any liability to the Members.

SECTION 7: BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting determined by the Manager for financial reporting and tax purposes.

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

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members.

SECTION 8: TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other nontransferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

- 8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").
- 8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation

will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

- 8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.
- 8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.
- 8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

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

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

8.4 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3. Any transfer of Economic Rights pursuant to this Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial

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

8.5 Death Buy Out. Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of this Section 8.5.

- 8.5.1 The value of each Member's Interest in the Company shall be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.
- 8.5.2 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.1, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.
- 8.5.3 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

- (1) \$1,000.00 in cash, bank cashier's check, or certified funds;
- (2) The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

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

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

SECTION 9: DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the happening of any of the following events:

- 9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;
- 9.1.2 The agreement of all of the Members;
- 9.1.3 By operation of law; or
- 9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any

gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

- 9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;
- 9.2.2 To the Barrington 220 Educational Foundation to the extent of any capital contribution that has not yet been repaid to the Foundation;
- 9.2.3 To the payment and discharge of any Company debts and liabilities owed to Members; and
- 9.2.4 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution.

SECTION 10: GENERAL PROVISIONS

10.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of the Members holding a majority of the Membership Interests in the Company.

10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Illinois (without regard to principles of conflicts of law).

10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

**Schedule 1
Listing of Members**

As of the __th day of _____, 2014, the following is a list of Members of the Company and their proportionate membership interest:

Name	Address	Capital Contribution	% Membership Interest

Form **LLC-5.5**

**Illinois
Limited Liability Company Act
Articles of Organization**

FILE # 05006023

**Secretary of State Jesse
White** Department of
Business Services Limited
Liability Division
www.cyberdriveillinois.com

**Filing Fee: \$500
Expedited Fee:
\$100 Approved By:**

JMD4

**FILED
OCT 12 2014
Jesse White
Secretary of State**

1. Limited Liability Company Name: Name of Student Team Business HERE

2. Address of Principal Place of Business where records of the company will be kept:

3. Articles of Organization effective on the filing date.
4. Registered Agent's Name and Registered Office Address:
Attorney Name and Address HERE
5. Purpose for which the Limited Liability Company is organized:
"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."
6. The LLC is to have perpetual existence.
7. The Limited Liability Company is managed by the manager(s).
Name and address of Student members
Name and address of Adult members eg Board of Advisor or mentor member assigned to team
8. **Name and Address of Organizer**
I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated:

Attorney Name and Address HERE