

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
MIR PROPERTY, LLC**

This Limited Liability Company Agreement of **MIR PROPERTY, LLC**, a Washington Limited Liability Company, (the “**Company**”) is effective as of September 23, 2019 by and between the Company and **MT. INDEX RIVER SITES COMMUNITY CLUB, INC.**, a Washington corporation, (hereinafter referred to as “**Member**”).

**AGREEMENT**

For and in consideration of the mutual covenants contained in this Agreement, the Company and the Member agree as set forth above and as follows:

**1. Definitions; Rules of Construction**

In addition to terms otherwise defined herein, the following terms are used herein as defined below:

“**Agreement**” means this Limited Liability Company Agreement as originally executed and as amended or restated from time to time.

“**Co-Manager**” means the Co-Managers designated in Section 6.

“**Units**” mean the means the Units issued to the Member pursuant to this Agreement, and which encompass all of the Member’s interest in the Company. The number of Units owned by the Member is set forth adjacent to the Member’s name on **Exhibit A** hereto.

“**Washington Act**” means the Washington Limited Liability Company Act, as set forth in Chapter 25.15 RCW, as amended from time to time.

Words used herein, regardless of the number and gender used, shall be deemed and construed to include any other number, singular or plural, and other gender, masculine, feminine or neuter, as the context requires, and, as used herein, unless the context clearly requires otherwise, the words “hereof,” “herein” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provisions hereof.

**2. Organization of Company**

**2.1 Name**

The name of the Company is **MIR PROPERTY, LLC**, or such other name as the Manager may from time to time hereafter designate.

## **2.2 Formation**

The Company is a Washington limited liability company, formed on September 23, 2019 when a Certificate of Formation for Company was filed with the State of Washington Secretary of State pursuant to the Washington Act.

## **2.3 Term**

The term of the Company commenced upon the filing of the Certificate of Formation for Company and shall be perpetual unless earlier dissolved pursuant to the Washington Act.

## **2.4 Registered Agent**

The Company's registered agent and the address of its registered office in the State of Washington is as follows:

<u>Name</u>	<u>Address</u>
Brett N. Wiese	10900 N.E. Fourth Street Suite 1500 Bellevue, WA 98004

The registered office and registered agent may be changed by the Manager from time to time.

## **3. Purpose and Powers of Company**

### **3.1 Business Purpose**

The purpose of the Company shall be (a) to acquire, own, develop, lease and/or sell real property, (b) to engage in all other acts and things necessary, proper or advisable to effect and carry out its purpose and to operate its business, and (c) to engage in any other lawful business activity that may be engaged in by a limited liability company organized under the Washington Act. The Company shall have all powers necessary or desirable in connection with the Company's purpose or business which may be legally exercised by a limited liability company under the Washington Act.

### **3.2 Powers**

The Company will have all powers necessary to or reasonably connected with the Company's business that may be legally exercised by a limited liability company under the Act.

## **4. Principal Office**

The principal office of the Company, and any additional offices, shall be located at such place or places inside or outside the state of Washington as the Co-Managers may designate from time to time.

## **5. The Member**

The name and business or residence address of the Member of the Company, and the number of Units owned by the Member, is as set forth on Exhibit A attached hereto, which shall be updated from time to time by the Co-Managers as the identity of the Member or number of Units owned shall change.

## **6. Management of the Company**

### **6.1 Manager**

The Company shall be managed by two Co-Managers who will be the President and Vice President of the Member, Mt. Index River Sites Community Club, Inc. As of the date hereof, the persons holding those positions and the Co-Managers of the Company shall be **MARK BOLLMAN (President of the Member)** and **Earl Van Buskirk (Vice President of the Member)**. If MARK BOLLMAN and/or EARL VAN BUSKIRK are no longer the President and Vice President of the Member for any reason whatsoever, then the newly elected President and Vice President of the Member shall automatically become the Co-Managers of the Company. Notwithstanding the forgoing, the Co-Managers shall serve as Co-Managers as long as they remain the President and Vice President of the Member, or until their resignation, incapacity, death, or removal by the Member at any time for any reason whatsoever.

### **6.2 Power and Authority of Manager**

Subject to the limitations and restrictions set forth in the Act and in Section 6.3 of this Agreement, or elsewhere in this Agreement, the Co-Managers, only when they both agree, shall have the exclusive right to manage the ordinary and routine operations of the Company and shall have all of the rights and powers, on behalf and in the name of the Company, to:

- (a) Pay taxes, insurance, utilities, and related ordinary and routine costs related to the Company;
- (b) Maintain the existing access roadway over the Company's property; ;
- (c) Conduct the Company's ordinary and routine business, or delegate the conduct thereof, and exercise the powers granted by this Agreement;
- (d) Transact any other lawful, ordinary and routine business not inconsistent with the Act and this Agreement; and
- (e) Execute this Agreement and bind Company hereto.

### **6.3 Limitation on Authority of Manager**

The following actions or things to be done require the approval of the Co-Managers and the Member.

(a) The determination to issue additional Units or to approve or consent to the transfer of a Unit;

(b) The determination to wind up the affairs of Company or to voluntarily dissolve or merge the Company;

(c) Any sale, conveyance, mortgage or encumbrance of all or substantially all of the assets of Company;

(d) Institute, prosecute and defend actions in all courts in the Company's name;

(e) Buy, sell, lease, exchange, manage, transfer, develop, improve, construct and otherwise acquire, own, hold, improve, use, dispose of, or otherwise deal in or with, any real or personal property or any interest in real or personal property wherever situated; and

(f) Make contracts or guarantees, incur liabilities, borrow money, issue notes or secure any of the obligations of the Company by mortgage, deed of trust, security agreement, pledge of any assets or in any other way.

#### **6.4 Appointment by Co-Manager**

The Co-Managers, when they agree, may appoint, employ or otherwise contract with such other persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company as the Co-Managers shall determine. The Co-Managers may delegate to any such officer, person or entity such authority to act on behalf of the Company as the Co-Managers may from time to time deem appropriate, subject to the limitations on the authority of a Co-Manager in this Agreement or the Washington Act.

#### **6.5 Execution of Company Documents**

When the taking of such action has been authorized by the Co-Managers, any officer of the Company or any other person specifically authorized by the Co-Managers may execute any contract or other agreement or document on behalf of the Company.

### **7. Capital Contributions**

The Member initially shall contribute the amount of cash or the property set forth on Exhibit A attached hereto, at the time or times as set forth on Exhibit A. The Member is not obligated to make any additional capital contributions to the Company.

### **8. Allocations of Income and Loss; Distributions**

So long as Company is owned by a single Member and as a result the existence of Company, for federal income tax purposes, is to be disregarded, all profit and loss shall be allocated to the Member as if the assets of this Company were owned directly by such

Member. The provisions of this paragraph apply for only federal (and state) tax purposes, but not for any liability purposes (the assets and business of this Company shall be treated as owned by Company for such liability purposes). Distributions of available cash to the Member shall be made at such time as the Co-Managers shall determine, subject to any limitations on distributions as provided in the Washington Act.

## **9. Assignments of Company Interest**

The Member's interest in the Company shall not be transferable in whole or in part except upon the prior written consent of the Member and Co-Managers. If the Member and Co-Managers agree, then the assignee shall be admitted as a Member of Company.

## **10. Dissolution**

The Company shall be dissolved and its affairs wound up upon the first occur of the events for dissolution as provided in RCW 25.15.270 of the Washington Act unless, as permitted by RCW 25.15.270 of the Washington Act, the dissolution of Company is not required as the result of such event.

## **11. Winding Up**

### **11.1 Responsibility for Winding Up**

At such time as the Company is to be wound up, the Co-Managers or any other person as permitted by the Washington Act shall wind up the Company's affairs.

### **11.2 Distribution of Assets upon Winding Up**

Upon the winding up of the Company, the assets shall be distributed as required by the Washington Act.

## **12. Limitation on Liability**

The debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member and the Co-Managers of the Company shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being Member or Co-Manager.

## **13. Indemnification**

To the fullest extent not prohibited by law, the Company shall indemnify and hold harmless the Member and the Co-Manager from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Member or the Co-Manager may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to any business of the Company transacted or occurring while the Member was a Member or a Co-Manager was a Co-Manager,

as the case may be, regardless of whether the Member or the Co-Manager continues to be a Member or the Co-Manager of the Company at the time any such liability or expense is paid or incurred.

#### **14. Reliance by Third Parties**

This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assigns. Specifically (but not by way of limitation), this Agreement is not intended for the benefit of any creditor of the Company or any other person. Except to the extent provided by applicable statute, and then only to that extent, no such creditor or third party shall have any rights under this Agreement or under any other agreement between the Company and the Member, either with respect to any contribution to the Company or otherwise.

#### **15. Disregarded Entity**

The Co-Managers shall have the sole right to determine the tax structure of the Company for federal and state income tax purposes, including whether Company should be designated and treated as a disregarded entity for federal and/or state income tax purposes.

#### **16. Amendments**

This Agreement may be amended only upon the written consent of the Member.

#### **17. Governing Law**

This Agreement shall be governed by and construed in accordance with the internal laws of the state of Washington without giving effect to any choice of law or conflict of law provision or rule (whether of the state of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Washington.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of September 23, 2019.

<p><b>Company:</b></p> <p>MIR PROPERTY, LLC, a Washington Limited Liability Company:</p> <p>By: _____ Mark Bollman, Co-Manager</p> <p>By: _____ Earl Van Buskirk, Co-Manager</p>	<p><b>Member:</b></p> <p>MT. INDEX RIVER SITES COMMUNITY CLUB, INC., a Washington corporation:</p> <p>By: _____ Mark Bollman, President</p> <p>By: _____ Earl Van Buskirk, Vice President</p>
--	---

**EXHIBIT A**

**Membership Roster**

<b><u>Member Name &amp; Address</u></b>	<b><u>Capital Contributions</u></b>	<b><u>Percentage Owned</u></b>
Mt. Index River Sites Community Club, Inc., a Washington corporation P.O. Box 177 Index, WA 98256	\$1,000.00	100%



## TABLE OF CONTENTS

1.	Definitions; Rules of Construction	1
2.	Organization of Company	1
2.1	Name	1
2.2	Formation	2
2.3	Term	2
2.4	Registered Agent	2
3.	Purpose and Powers of Company	2
3.1	Business Purpose	2
3.2	Powers	2
4.	Principal Office	2
5.	The Member	3
6.	Management of the Company	3
6.1	Manager	3
6.2	Power and Authority of Manager	3
6.3	Limitation on Authority of Manager	3
6.4	Appointment by Manager	4
6.5	Execution of Company Documents	4
7.	Capital Contributions	4
8.	Allocations of Income and Loss; Distributions	4
9.	Assignments of Company Interest	5
10.	Dissolution	5
11.	Winding Up	5
11.1	Responsibility for Winding Up	5
11.2	Distribution of Assets Upon Winding Up	5
12.	Limitation on Liability	5
13.	Indemnification	5
14.	Reliance by Third Parties	6
15.	Disregarded Entity	6
16.	Amendments	6
17.	Governing Law	6
	EXHIBIT A	8

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
MIR PROPERTY, LLC**

**DATE OF FORMATION: SEPTEMBER 23, 2019**