PARTNERSHIP AGREEMENT

OF

TRI-B, LLP, a Colorado limited liability partnership

This Partnership Agreement of Tri-B, LLP, a Colorado limited liability partnership, is entered into as of the 1st day of May, 2004, by and among the undersigned persons executing this Agreement as Partners. This Operating Agreement supercedes all prior written or oral agreements among the Partners as to their respective interests in and the management of the Partnership.

ARTICLE I.
DEFINITIONS

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

"Additional Capital Contribution" means a Capital Contribution required pursuant to Section 6.2 hereof.

"Adjusted Capital Account Deficit" of a Partner or Assignee means the deficit balance, if any, in a Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(i) Increase such Capital Account by any amounts which such Person is obligated to restore to the Partnership pursuant to Section 1.704-1(b)(2)(ii)(c) of the Regulations or is deemed to be obligated to restore pursuant to the next to the last sentence of Section 1.704-2(g)(1) of the Regulations or the next to the last sentence of Section 1.704-2(i)(5) of the Regulations; and

(ii) Decrease such Capital Account by the amount of the items described in Sections 1.704-1(b)(2)(ii)(d)(4), (5), and (6) of the Regulations.

The foregoing definition of Adjusted Capital Account Deficit is intended to comply with the provisions of Section 1.704-1(b)(2)(ii)(d) of the Regulations and shall be interpreted consistently therewith.

"Agreement" means this Partnership Agreement as amended from time to time.

"Assignee" means an assignee of a Partnership Interest who has not been admitted as a Partner.

"Bankrupt Partner" means a Partner who: (i) has become the subject of a decree or order for relief under any bankruptcy, insolvency or similar law affecting creditors' rights now existing or hereafter in effect; or (ii) has initiated, either in an original proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation, arrangement, composition, readjustment, dissolution, or similar relief.

"Capital Account" means the amount of cash and fair market value of property (net of any liabilities secured by such contributed property that the Partnership is considered to assume or take subject to under Section 752 of the Code) that a Partner or Assignee has contributed to the Partnership as Capital Contributions pursuant to Article VI hereof, adjusted as follows:

(i) The Capital Account shall be increased by all Profits allocated to such Person pursuant to Article VII hereof.

(ii) The Capital Account shall be decreased by (a) the amount of cash and the fair market value of all property distributed to such Person by the Partnership (net of liabilities securing such distributed property that such Person is considered to assume or take subject to under Section 752 of the Code) and (b) all Losses allocated to such Person pursuant to Article VII hereof.

(iii) The Capital Account shall be credited in the case of an increase or debited in the case of a decrease to reflect such Person's allocable share of any adjustment to the adjusted basis of Partnership assets pursuant to Sections 732, 734 or 743 of the Code to the extent provided by Section 1.704-1(b)(2)(iv)(m) of the Regulations.

(iv) The Capital Account shall be adjusted in any other manner required by Section 1.704-1(b)(2)(iv) of the Regulations or otherwise, in order to be deemed properly maintained for federal income tax purposes.

(v) Capital Accounts shall not bear interest.

(vi) The transferee of a partnership interest shall succeed to the Capital Account attributable to the partnership interest transferred.

"Capital Contribution" means any contribution of property or services to the Partnership made by or on behalf of a Partner or Assignee pursuant to Article VI hereof.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Commitment" means the obligation of a Partner or Assignee to make a Capital Contribution or Additional Capital Contribution.

"Company" means Tri-B, LLP.

"Company Liability" means any enforceable debt or obligation for which the Company is liable or which is secured by any Company property.

"Company Minimum Gain" means the aggregate amounts of gain which would be realized by the Company if it disposed of all property subject to Nonrecourse Liabilities in full satisfaction of such liabilities. Such amounts shall be calculated as described in Section 1.704-2(d)(1) of the Regulations.

"Contributing Partners" means those Partners making contributions as a result of the failure of a Delinquent Partner to fulfill a Commitment as described in Article VI hereof.

"Delinquent Partner" means a Partner or Assignee who has failed to meet the Commitment of that Partner or Assignee.

"Dissociation" means any action which causes a Person to cease being a Partner as described in Article XI hereof.

"Dissolution Event" means an event, the occurrence of which will result in the dissolution of the Company under Article XII hereof.

"Distribution" means a transfer of property to a Partner or Assignee on account of Units as described in Article VII hereof.

"Fiscal Year" means the taxable year of the Company.

"Majority-In-Interest" means, at any given time, Partners holding in the aggregate more than sixty-five percent (65%) of the outstanding Units held by such Partners.

"Managers" means the Person or Persons designated to manage the Company pursuant to Article IV hereof.

"Partner" means any Person (i) who has signed this Agreement as a Partner or who is hereafter admitted as a Partner of the Company pursuant to this Agreement and (ii) who holds Units in the Company.

"Partner Nonrecourse Debt" has the meaning set forth in Section 1.704-2(b)(4) of the Regulations.

"Partner Nonrecourse Debt Minimum Gain" means an amount, with respect to each Partner Nonrecourse Debt, equal to the Company Minimum Gain that would result if such

Partner Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Section 1.704-2(i)(3) of the Regulations.

"Partner Nonrecourse Deductions" has the meaning set forth in Sections 1.704-2(i)(1) and (2) of the Regulations.

"Nonrecourse Deductions" has the meaning set forth in Section 1.704-2(b)(1) of the Regulations.

"Nonrecourse Liability" means any Company Liability (or portion thereof) for which no Partner or Assignee bears the economic risk of loss as determined in accordance with Sections 1.704-2(b)(3) and 1.752-1(a)(2) of the Regulations (without regard to whether those Sections apply to such liability).

"Person" means a natural person, trust, estate, partnership, limited liability company or any incorporated or unincorporated organization.

"Profits" and "Losses" for any Fiscal Year means the net income or net loss of the Company for such Fiscal Year or fraction thereof, as determined for federal income tax purposes in accordance with the accounting method used by the Company for federal income tax purposes adjusted as follows:

(i) Tax-exempt income as described in Section 705(a)(1)(B) of the Code realized by the Company during such fiscal year shall be taken into account as if it were taxable income;

(ii) Expenditures of the Company described in Section 705(a)(2)(B) of the Code for such year, including items treated under Section 1.704-1(b)(2)(iv)(i) of the Regulations as items described in Section 705(a)(2)(B) of the Code, shall be taken into account as if they were deductible items;

(iii) Items that are specially allocated under Section 7.3(f) shall not be taken into account;

(iv) With respect to property (other than money) which has been contributed to the capital of the Company, Profit and Loss shall be computed in accordance with the provisions of Section 1.704-1(b)(2)(iv)(g) of the Regulations by computing depreciation, amortization, gain or loss upon the fair market value of such property on the books of the Company;

(v) With respect to any property of the Company which has been revalued as required or permitted by the Regulations under Section 704(b) of the Code, Profit or Loss shall be determined based upon

the fair market value of such property as determined in such revaluation;

(vi) The difference between the adjusted basis for federal income tax purposes and the fair market value of any asset of the Company shall be treated as gain or loss from the disposition of such asset in the event (i)any new or existing Partner acquires an additional interest in the Company in exchange for a contribution to capital of the Company; or (ii)such asset of the Company is distributed to a Partner pursuant to Section 7.5 or as consideration for a reduction of such Partner's interest in the Company or in liquidation of such interest as defined in Section 1.704-1(b)(2)(ii)(g) of the Regulations; and

(vii) Interest paid on loans made to the Company by a Manager or Partner and salaries, fees and other compensation paid to any Manager or Partner shall be deducted in computing Profit and Loss.

"Regulations" except where the context indicates otherwise, means the permanent, temporary, proposed, or proposed and temporary regulations of Department of the Treasury under the Code as such regulations may be changed from time to time.

"Substitute Partner" means an Assignee who has been admitted as a Partner.

"Transfer" means any transfer, sale, gift, assignment, pledge, granting of a security interest or other disposition, including any disposition by operation of law.

"Unit" means an interest of a Partner or Assignee in the Profits, Losses and Distributions of the Company as determined in accordance with this Agreement. As of the date of this Agreement, the Company has 1000 Partnership Interests outstanding. The number of Partnership Interests initially issued to each Partner in exchange for their Initial Capital Contribution is set forth on Exhibit A which shall be amended in the event that the Company issues additional Partnership Interests or acquires any outstanding Partnership Interests.

ARTICLE II.
FORMATION

2.1 Organization. The Company was formed as a partnership, and then as a Colorado limited liability partnership pursuant to law.

2.2 **Principal office**. The principal office of the Company shall be located at:

700 S. Colorado Blvd., #340
Denver, CO 80206
Phone: (303) 377-5358
Fax: (303) 355-7679

2.3 **Business**. The business of the Company shall be:

(a) To pursue any lawful business whatsoever, or which shall at any time appear conducive to or expedient for the benefit of the Company or the protection of its assets.

(b) To exercise all powers which may be legally exercised.

(c) To engage in any activities reasonably necessary or convenient to the foregoing.

ARTICLE III.
ACCOUNTING AND RECORDS

3.1 **Records to be Maintained**. The Company shall maintain the following records at its principal office:

(a) A list of the full name and last known mailing address of each Partner, Assignee and Manager from the date of organization;

(b) Copies of the Company's federal, state, and local income tax returns and financial statements, if any, for the three (3) most recent years, or if the returns and statements were not prepared, copies of the information and statements provided by Partners to enable them to prepare their federal, state, and local tax returns for the same period;

(c) Copies of this Agreement and all amendments thereto and copies of any written operating agreements no longer in effect; and

(d) Any other agreements or documents required by this Agreement.

3.2 **Accounts**. The Company shall maintain appropriate books and records, kept in accordance with generally accepted accounting principles and a record of the Capital Account for each Partner and Assignee. Upon prior written notice to the Managers, and during normal business hours, each Partner shall have the right to inspect and copy any books and records of the Company.

3.3 **Annual Reports**. The books and records of the Company shall be closed as of the last day of each Fiscal Year and the Managers shall prepare and submit to the Partners annual financial statements for the Company. At the Managers' sole discretion, an independent certified public accountant may prepare a report or compilation of the Company's annual financial statements.

ARTICLE IV.
MANAGERS

4.1 **Management**. The business and affairs of the Company shall be managed by one or more Managers. The Managers shall direct, manage and control the business of the Company. Except for situations in which the approval of the Partners is expressly required by this Agreement or by the Act, any of the Managers shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. At any time when there is more than one Manager, any one Manager may take any action permitted to be taken by the Managers, unless the approval of more than one of the Managers is expressly required pursuant to this Agreement.

4.2 **Number, Tenure and Qualifications**. The Company shall initially have one Manager who shall be Donald E. Lunnon. Upon the death of Donald E. Lunnon, or his permanent disability (defined as being unable to be at work at the Company's principal office for health reasons for more than ninety [90] consecutive days), then Janet Lunnon shall succeed Donald E. Lunnon as Manager. If she is unable to serve or is unwilling to act, then Stephen Lunnon shall serve as Manager. The successor Manager shall not be removed (except for criminal conviction), for at least one year after the death or permanent disability of Donald E. Lunnon. The number of Managers of the Company shall be fixed from time to time with the unanimous written consent of the Partners, but in no instance shall there be less than one Manager. Thereafter, Managers shall be elected by the affirmative unanimous vote of the Partners. Managers need not be residents of the state of Colorado or Partners of the Company.

4.3 **Specific Powers of Managers**. Without limiting the generality of Section 4.1, either of the Managers shall have power and authority, on behalf of the Company:

(a) To acquire property from any Person as the Managers may determine. The fact that a Manager or a Partner is directly or indirectly affiliated or connected with any such Person shall not prohibit the Managers from dealing with that Person;

(b) To borrow money for the Company from banks, other lending institutions, the Managers, Partners or affiliates of the Managers or Partners on such

terms as the Managers deem appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums. No debt shall be contracted or liability incurred by or on behalf of the Company except by the Managers, or to the extent permitted under the Act, by agents or employees of the Company expressly authorized to contract such debt or incur such liability by the Managers;

(c) To purchase liability and other insurance to protect the Company's property and business;

(d) To hold and own any Company real and/or personal properties in the name of the Company;

(e) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

(f) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound, provided, however, that the consent of the Partners shall not be required with respect to any sale or disposition of the Company's assets in the ordinary course of the Company's business;

(g) To execute on behalf of the Company all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements, operating agreements of other limited liability companies; and any other instruments or documents reasonably necessary or convenient, in the opinion of the Managers, to the business of the Company;

(h) To employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;

(i) To enter into any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Managers may approve; and

(j) To do and perform all other acts as may be necessary or convenient to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Managers, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose. No Partner shall have any power or authority to bind the Company unless the Partner has been authorized by the Managers to act as an agent of the Company in accordance with the previous sentence.

4.4 Liability for Certain Acts. Each Manager shall perform his duties as a Manager in a manner reasonably believed to be in the best interests of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager shall not have any liability to the Company or any other Person by reason of being or having been a Manager of the Company unless the liability shall have been the result of fraud, deceit, willful misconduct, or negligence by the Manager. A Manager does not, in any way, guarantee the return of the Partners' Capital Contributions from or the making of Distributions by the Company, or the validity of any tax position taken by the Company.

4.5 Managers Have No Exclusive Duty to Company. A Manager shall not be required to manage the Company as his sole and exclusive function and he (or any other Manager) may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Partner shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Manager or to the income or proceeds derived therefrom. A Manager shall incur no liability to the Company or to any of the Partners as a result of engaging in any other business or venture.

4.6 Bank Accounts. The Managers may from time to time open bank accounts in the name of the Company, and the Managers shall be the sole signatory thereon, unless the Managers determine otherwise.

4.7 Resignation. A Manager of the Company may resign at any time by giving written notice to the Partners of the Company. The resignation of a Manager shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Partner shall not affect the Manager's rights as a Partner and shall not constitute a withdrawal of a Partner.

4.8 Removal. Any Manager or all of the Managers may be removed at any time, with or without cause, by the affirmative unanimous vote of the Partners. The removal of a Manager who is also a Partner shall not affect the Manager's rights as a Partner and shall not constitute a withdrawal of a Partner.

4.9 Vacancies. Subject to 4.2, above, any vacancy occurring for any reason in the number of Managers of the Company may be filled by the affirmative unanimous vote of the remaining Managers then in office, provided that if there are no remaining Managers, the vacancy(ies) shall be filled by the affirmative unanimous vote of the Partners. Any Manager's position to be filled by reason of an increase in the number of Managers shall be filled by the affirmative unanimous vote of the Managers then in office. A Manager elected to fill a vacancy or chosen to fill a position resulting from an increase in the number of Managers shall hold office for an indefinite term, until death, resignation or removal.

4.10 Compensation. The salaries and other compensation of the Managers shall be fixed from time to time by a majority-in-interest vote of the Partners, and no Manager shall be prevented from receiving such compensation by reason of the fact that he is also a Partner of the Company.

4.11 Dispute Resolution. If, at any time, the Managers are unable to resolve a disagreement or make a decision where action by all of the Managers is required pursuant to the terms of this Agreement or the Act, then, upon the written request of any Manager to the other Manager(s), the Managers shall submit the determination or disagreement to arbitration. If a decision or disagreement is submitted to arbitration, each Partner shall submit a list of ten (10) proposed arbitrators. Each party shall then, in turn, strike from the list one proposed arbitrator and shall continue to do so until only one proposed arbitrator remains on the list. The dispute will then be submitted to the remaining arbitrator for resolution and such decision shall be binding on the Partners.

ARTICLE V.
PARTNERS

5.1 Liability of Partners. No Partner shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Partners for liabilities of the Company.

5.2 Representations and Warranties. Each Partner hereby represents and warrants to each other Partner that (a) the Partner is acquiring the Partnership Interests for the Partner's own account as an investment and without an intent to distribute the Partnership Interests, and (b) the Partner acknowledges that the Partnership Interests have not been registered under the Securities Act of 1933, as amended, or any state securities laws, and may not be resold or transferred by the Partner without appropriate registration or the availability of an exemption from such requirements.

5.3 Conflicts of Interest.

(a) A Partner shall be entitled to enter into transactions that may be considered to be competitive with the business of the Company. Neither the Company nor any Partner shall have any right by virtue of this Agreement to share or participate in such other transactions.

(b) No transaction with the Company shall be void or voidable solely because a Partner has a direct or indirect interest in the transaction if the disinterested Partners, holding in the aggregate more than fifty percent (50%) of the Partnership Interests held by such disinterested Partners, knowing the material facts of the transaction and the Partner's interest, authorize, approve, or ratify the transaction.

5.4 Meetings of Partners. The Partners may meet annually or at such other time as shall be determined by resolution of the Partners, for the purpose of transacting such business as may come before the meeting. The Partners shall not be required to hold an annual meeting. Special meetings of the Partners, for any purpose or purposes, may be called by the Managers or any Partner or Partners holding at least fifty percent (50%) of the outstanding Partnership Interests. The Managers may designate any place, either within or outside the State of Colorado, as the place of meeting for any meeting of the Partners. If no designation is made, the place of meeting shall be the principal office of the Company. Partners may participate in any annual or special meeting through the use of any means of communications by which all of the Partners may simultaneously hear each other during the meeting. A Partner participating in a meeting by this means is deemed to be present in person at the meeting.

5.5 Notice and Record Date of Meetings. Except as otherwise provided herein, written notice stating the place, day and hour of a meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, to each Partner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered two calendar days after being deposited in the United States mail, addressed to the Partner at its address as it appears on the books of the Company, with postage thereon prepaid. Partners may waive prior notice by attending the meeting or by executing a written waiver of notice before or after the meeting. The date on which notice of the meeting is mailed shall be the record date for such determination of Partners entitled to notice of or to vote at any meeting of Partners.

Does not mean ALL Partners.

5.6 Quorum. All of the Partners represented in person or by proxy, shall constitute a quorum at any meeting of Partners. If a quorum is present, the affirmative unanimous vote of the Partners shall be the act of the Partners. Unless otherwise expressly provided herein or required under applicable law, Partners who have an interest (economic or otherwise) in the outcome of any particular matter upon which the Partners vote or consent may vote upon any such matter and their Partnership Interests shall be counted in the determination of whether the requisite matter was approved by the Partners.

5.7 Proxies. At all meetings of Partners a Partner may vote in person or by proxy executed in writing by the Partner or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Managers, before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

5.8 Action by Partners Without a Meeting. Any action required or permitted to be taken at a meeting of Partners may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by the Partners approving such action and delivered to the Managers for filing with the Company records. Unless an action requires unanimous approval, the written consent will be effective upon approval by Partners holding the number of Partnership Interests necessary to approve the action. Any action taken under this Section 5.08 is effective when the Partners holding the number of necessary Partnership Interests have signed the consent, unless the consent specifies a different effective date. The record date for determining Partners entitled to take action without a meeting shall be the date the first Partner signs a written consent.

5.9 Withdrawal of Partner. No Partner shall have the authority to withdraw as a Partner without the prior written consent of all of the other Partners.

5.10 Deadlock. If, at any time, the Partners are unable to resolve a disagreement or make a decision as to which a decision of all the Partners is required pursuant to the terms of this Agreement or the Act, the Partners shall submit the determination or disagreement to arbitration. If a decision or disagreement is submitted to arbitration, each Partner shall submit a list of ten (10) proposed arbitrators. Each party shall then, in turn, strike from the list one proposed arbitrator and shall continue to do so until only one proposed arbitrator remains on the list. The dispute will then be submitted to the remaining arbitrator for resolution and such decision shall be binding on the Partners.

ARTICLE VI.
CONTRIBUTIONS AND COMMITMENTS

6.1 Initial Capital Contributions. In connection with the formation of the Company and at other times prior to the execution of this Agreement, each Partner has made an Initial Capital Contribution in cash or property having a fair market value in the amount set forth opposite his name on Exhibit A. The Managers will from time to time update Exhibit A and provide copies of the updated Exhibit A to all Partners.

6.2 Additional Capital Contributions. No additional contributions will be requested of any Partner unless the Manager(s) request additional capital and that request is approved by

unanimous consent of the Partners. Nothing in this Agreement shall prohibit the Managers from seeking additional voluntary capital contributions from Partners subject to Article X, or from seeking additional Partners to raise additional capital contributions.

ARTICLE VII.
ALLOCATIONS AND DISTRIBUTIONS

7.1 Allocations of Profits. Except as provided in Sections 7.03 and 7.04, Profits and other items of income and gain shall be allocated as follows:

(a) First, if any Partner or Assignee has a deficit balance in his or her Capital Account, then Profits shall be allocated in proportion to the deficit balances of their Capital Accounts until the Capital Accounts of all Partners and Assignees have been increased to zero.

(b) Second, to each Partner up to the cumulative amount allocated to that Partner under Sections 7.02(a) and 7.02(b).

(c) Thereafter, Profits shall be allocated in proportion to the Partnership Interests.

Profits attributable for state income tax purposes solely to the effect of Colorado Income Tax Law shall be allocated among the Partners solely to those Partners who are Colorado residents for that tax year.

7.2 Allocation of Losses. Except as provided in Sections 7.03 and 7.04, Losses and other items of loss and deduction shall be allocated as follows:

Third, Losses shall be allocated among the Partners and Assignees so that the deficit balance of their Capital Accounts are proportionate to their Partnership Interests.

(a) First, Losses shall be allocated among Partners and Assignees with a positive balance in their Capital Accounts so that all the Capital Accounts are proportionate to the Partnership Interests.

(b) Second, Losses shall be allocated among the Partners and Assignees with a positive balance in their Capital Accounts in proportion to their Partnership Interests until all Capital Accounts have been reduced to zero.

(c) Third, Losses shall be allocated among the Partners and Assignees so that the deficit balance of their Capital Accounts are proportionate to their Partnership Interests.

(d) Thereafter, Losses shall be allocated among the Partners and Assignees in proportion to their Partnership Interests.

Any portion of Losses attributable for state income tax purposes solely to the effect of Colorado Income Tax Law shall be allocated solely to those Partners who are Colorado residents for that tax year.

7.3 <u>Special Allocations</u>. The following special allocations shall be made in the following order:

(a) Except as otherwise provided in Section 1.704-2(f) of the Regulations, if there is a net decrease in Company Minimum Gain during any Fiscal Year, each Partner and Assignee shall be specially allocated items of income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Person's share of the net decrease in Company Minimum Gain, determined in accordance with Section 1.704-2(g) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner and Assignee pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(f)(6) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(f) of the Regulations and shall be interpreted consistently therewith.

(b) Except as otherwise provided in Section 1.704-1(i)(4) of the Regulations, if there is a net decrease in Partner Nonrecourse Debt Minimum Gain during any Fiscal Year, each Partner and Assignee who has a share of the Partner Nonrecourse Debt Minimum Gain, determined in accordance with Section 1.704-2(i)(5) of the Regulations, shall be specially allocated items of Company income and gain for such Fiscal Year (and, if necessary, subsequent Fiscal Years) in an amount equal to such Person's share of the net decrease in Partner Nonrecourse Debt Minimum Gain, determined in accordance with Section 1.704-2(i)(4) of the Regulations. Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Partner and Assignee pursuant thereto. The items to be so allocated shall be determined in accordance with Sections 1.704-2(i)(4) and 1.704-2(j)(2) of the Regulations. This Section is intended to comply with the minimum gain chargeback requirement in Section 1.704-2(i)(4) of the Regulations and shall be interpreted consistently therewith.

(c) If any Partner or Assignee receives any adjustments, allocations, or distributions described in Sections 1.704-1(b)(2)(ii)(d)(4), (5) or (6) of the Regulations that causes such Person to have an Adjusted Capital Account Deficit as of the end of any Fiscal Year or increases such Person's Adjusted Capital Account Deficit, gross income and gain shall be

allocated to such Partner or Assignee in an amount and manner sufficient to eliminate such deficit in accordance with Section 1.704-1(b)(2)(ii)(d) of the Regulations. Any such allocation of gross income or gain pursuant to this paragraph shall be in proportion to the amounts of the Adjusted Capital Account Deficits. This subsection is intended to constitute a "qualified income offset" within the meaning of Section 1.704(b)(2)(ii)(d) of the Regulations.

(d) Nonrecourse Deductions for any Fiscal Year shall be specially allocated in proportion to the Partnership Interests.

(e) Partner Nonrecourse Deductions for any Fiscal Year shall be specially allocated to the Partners or Assignees who bear the economic risk of loss with respect to the Partner Nonrecourse Debt to which such Partner Nonrecourse Deductions are attributable in accordance with Section 1.704-2(i)(1) of the Regulations.

(f) For income tax purposes, any item of income, gain, loss, deduction, or credit with respect to any property (other than money) that has been contributed by a Partner or Assignee to the capital of the Company and which is required to be allocated to Partners and Assignees for income tax purposes under Section 704(c) of the Code so as to take into account the variation between the tax basis of such property and its fair market value at the time of its contribution, shall be allocated to the Partners and Assignees for income tax purposes in the manner required by Section 1.704-1(b)(2)(iv)(g) of the Regulations. If the Capital Accounts are required to be adjusted pursuant to Section 1.704-1(b)(2)(iv)(f) or (g) of the Regulations with respect to a revaluation of any asset of the Company, subsequent allocations of income, gain, loss, and deduction, including without limitation depreciation or deductions for cost recovery with respect to such asset, shall take account of any variation between the then existing adjusted basis of such asset for federal income tax purposes and the fair market value of such asset as required by Section 1.704-1(b)(2)(iv)(g) of the Regulations.

(g) Notwithstanding Section 7.02(b), Losses shall not be allocated to the extent that such allocation would cause a Partner or Assignee to have an Adjusted Capital Account Deficit or would increase such Person's Adjusted Capital Account Deficit. Losses that are not allocated to a Partner or Assignee by reason of the limitation in this subsection shall be allocated to the Partners or Assignees to whom this limitation does not apply in proportion to their Partnership Interests.

7.4 **Curative Allocations**. The allocations set forth in Section 7.03 (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the parties hereto that, to the extent possible, all Regulatory Allocations shall be offset

either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss, or deduction pursuant to this Section. Therefore, notwithstanding any other provision of this Article (other than the Regulatory Allocations), the Managers shall make such offsetting special allocations of income, gain, loss or deduction in whatever manner determined appropriate so that, after such offsetting allocations are made, each Capital Account balance is, to the extent possible, equal to the Capital Account balance such Person would have had if the Regulatory Allocations were not part of this Agreement. In exercising discretion under this Section 7.04, the Managers shall take into account future Regulatory Allocations that, although not yet made, are likely to offset other Regulatory Allocations previously made under Section 7.03.

7.5 **Distributions**. The Company may make Tax Distributions equal to 40% of Profits (or estimates of Profits) with the approval of a majority of the Managers in proportion to Profits allocated to each Unit. Distributions (other than Tax Distributions) may be declared from time to time, with the approval of a majority in number of the Managers, and shall be paid to the Partners in proportion to their Partnership Interests.

Notwithstanding anything herein to the contrary, no Distributions may be declared or paid if, after giving effect thereto, either (i) the Company would not be able to pay its debts as they become due in the ordinary course of business; or (ii) the Company's total assets would be less than its total liabilities (including any amounts needed in connection with the winding-up of the Company to satisfy preferential rights superior to the rights of Partners and Assignees to such Distribution).

7.6 **Allocations and Distributions to New Partners and Assignees**. If Partnership Interests are transferred or if additional Partnership Interests are issued to a new Partner during any Fiscal Year, Profits and Losses, or each item thereof, and all other items attributable to such Partnership Interests for such Fiscal Year shall be allocated to the Assignee or the new or Substitute Partner in accordance with Section 706(d) of the Code, using any conventions permitted by law and selected by the Managers. All Distributions paid on or before the date of a Transfer shall be paid to the transferor, and all Distributions paid thereafter shall be made to the transferee. If a Transfer does not comply with the provisions of Article IX hereof, then all of such items shall be allocated to the Person who attempted to make the Transfer.

ARTICLE VIII.
TAXES

8.1 **Method of Accounting For Tax Purposes**. The records of the Company shall be maintained on the method of accounting for federal income tax purposes, as determined from time to time by the Managers.

8.2 **Tax Matters Partner**. The Managers shall designate one of the Partners as the "tax matters partner" of the Company pursuant to Section 6231(a)(7) of the Code. Such Partner shall

take such actions as are necessary to cause each other Partner and Assignee to become a "notice partner" within the meaning of Section 6223 of the Code. Such Partner shall not take any action contemplated by Sections 6223 through 6229 of the Code without the prior written consent of a Majority-In-Interest of the Partners. The tax matters partner shall have no liability to the Company or its Partners for any tax position taken on behalf of the Company or the consequences thereof, provided that any such position is taken in good faith.

8.3 **Partner Taxes**. The Partners acknowledge that prior to entering into this Partner Agreement, each Partner understands the tax consequences of their investment and have relied on their own analysis to make such investment.

8.4 **Tax Consequences**. The Partners acknowledge that (i) the financial results taken of the Company flow through to the Partners (i.e. the Partners will reflect their allocable share of the financial results of the Company on their federal state and/or local tax return), (ii) the Company will take tax reporting positions on transactions that will impact the financial results that flow through to a Partner's federal, state, and/or local tax return, (iii) such tax positions made in good faith by the Company through its Manager(s), any Partner serving as tax matters partner and/or an outside advisor are reviewable by any governmental agency and could be challenged and ultimately revised or rejected by such governmental agency; and (iv) such change could result in a Partner having to pay additional taxes, interest, penalties, and other expenses such as legal and accounting fees.

8.5 **Tax Indemnity**. The Partners agree to indemnify and hold harmless the Company, the manager(s), any Partner serving as tax matters partner and any other person or entity advising the Company from any claim, loss or expense relating to tax matters or taking any tax filing position made in good faith that is challenged and changed by any governmental agency and that requires the Partners to pay any expenses, taxes, interest and/or penalties, related to such tax position due to that Partner taking such tax position on the Partners federal, state and/or local tax return. The Partners agree to indemnify and hold harmless the Company, the Manager(s), any Partner serving as tax matters partner and any other person or entity advising the Company on tax matters if the Company agrees in good faith to settle any challenge to a tax position by a governmental agency taken by the Company before all the Company's appeal rights have been exhausted.

ARTICLE IX.
TRANSFER OF PARTNERSHIP INTERESTS

9.1 **General**. Except as otherwise specifically provided herein, a Partner or Assignee may not Transfer all or any part of such Person's Partnership Interests. Any purported Transfer of Partnership Interests not in compliance with this Article IX shall be null and void.

9.2 Assignee Not A Substitute Partner in Absence of Unanimous Consent.

(a) Any proposed Transfer of Partnership Interests which is not subject to Section 9.3, shall not be effective unless and until written notice (including the name and address of the proposed transferee and the date of such proposed Transfer) has been provided to the Company and the transferee has complied with Section 9.4. Any proposed Transfer that is a sale to a third party shall not be effective unless and until the requirements of Section 9.3 have been satisfied and the transferee has complied with Section 9.4.

(b) Notwithstanding anything contained herein to the contrary, any transferee of Partnership Interests shall be an Assignee and have no right to participate in the management of the business and affairs of the Company or to become a Substitute Partner, unless the Managers, in their sole and absolute discretion, by written unanimous consent, approve the admission of the transferee as a Substitute Partner; provided, however, that no consent shall be required if the transferee of the Partnership Interests is a Partner exercising the right of first refusal under Section 9.3.

(c) Upon the Transfer of all of a Partner's Partnership Interests which does not at the same time Transfer the balance of the rights associated with the Partnership Interests (including, without limitation, the rights of the transferring Partner to participate in the management of the business and affairs of the Company) to a Person who is not then a Partner, the Company shall purchase from the transferring Partner, and the transferring Partner shall sell to the Company for a purchase price of $100.00, all remaining rights and interests retained by the transferring Partner which immediately prior to such sale or gift were associated with the transferred Partnership Interests.

(d) A Person may Transfer Partnership Interests (without regard to Section 9.3(a)), if the transferee (i) complies with Section 9.4 and (ii) is either the transferring Person's spouse, former spouse, or lineal descendant (including adopted children).

(e) Any transfer of Partnership Interests or admission of an Assignee as a Substitute Partner in compliance with this Article IX shall be deemed effective as of the last day of the calendar month in which the Assignee or Substitute Partner fully complies with Section 9.4.

9.3 Right of First Refusal.

(a) A Partner or Assignee which desires to sell all or any portion of its Partnership Interests to a third party shall first obtain from such third party

a bona fide written offer to purchase such Partnership Interests, stating the terms and conditions upon which the purchase is to be made and the consideration offered therefor (the "Offer"). The transferring Person shall give notice to the remaining Partners of its intention to sell, furnishing a copy of the Offer.

(b) The Company (or its designated Assignees), shall have the right to purchase all (but not less than all) of the Partnership Interests proposed to be sold upon the same terms and conditions stated in the Offer by giving notice to the transferring Person of its intention to do so within fifteen (15) days after notice from the transferring Person. If the Company (or its Assignee) fails to notify the transferring Person of an intention to exercise this right of first refusal within the fifteen (15) day period, the right of first refusal with respect to the Offer shall terminate and the transferring Person shall be entitled to consummate the proposed sale of its Partnership Interests, provided that such sale is (i) on substantially the same terms as the Offer and (ii) consummated within forty-five (45) days of the expiration of the right of first refusal. In the event the Company (or its Assignee) gives written notice to the transferring Person of its intention to exercise this right of first refusal and to purchase all of the transferring Partner's Partnership Interests on the terms and conditions stated in the Offer, the Company shall have the right to designate the time, date and place of closing, provided that the date of closing shall be within forty-five (45) days after receipt of written notification from the transferring Person of the Offer.

9.4 **Other Requirements for Effectiveness of Transfer**. As a condition to recognizing the effectiveness of any proposed Transfer of Partnership Interests or admission of an Assignee as a Substitute Partner, the Manager will require the transferring Person and/or the proposed transferee, to execute such instruments of transfer, assignment and assumption and such other documents, and to perform all such other acts which the Managers may deem necessary or desirable to:

(a) constitute such transferee, as an Assignee or a Substitute Partner;

(b) confirm that the Person desiring to acquire Partnership Interests, or to be admitted as a Partner, has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement, as the same may have been further amended (whether such Person is to be admitted as a Substitute Partner or will merely be an Assignee);

(c) preserve, after the Transfer, the Company's status under the laws of each jurisdiction in which the Company is qualified, organized or does business;

(d) maintain the Company's classification as a partnership for federal income tax purposes;

(e) assure compliance with any applicable state and federal laws including securities laws and regulations; and

(f) Any other documents required or reasonably requested by the Company or its Managers.

ARTICLE X.
ADDITIONAL PARTNERS

From the date of the formation of the Company, any Person acceptable to all of the Managers, may become a Partner in this Company either by the issuance by the Company of Partnership Interests for such consideration as all of the Managers shall determine, or as an approved transferee of a Partner's Partnership Interests or any portion thereof, subject to the terms and conditions of this Agreement. The Partners acknowledge and agree that additional Partnership Interests may be offered at the discretion of the Managers to either existing Partners or other Persons in order to raise additional Capital Contributions. The Partners further acknowledge that the issuance of additional Partnership Interests may dilute the value of previously issued Partnership Interests and waive any right to recover any loss in the value of their Partnership Interests owned arising from the issuance of additional Partnership Interests.

ARTICLE XI.
DISSOCIATION OF A PARTNER

11.1 Dissociation. A Person shall cease to be a Partner upon the happening of any of the following events:

(a) the withdrawal of a Partner;

(b) a Partner becoming a Bankrupt Partner;

(c) in the case of a Partner who is a natural person, the death of the Partner;

(d) in the case of a Partner who is acting as a Partner by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

(e) in the case of a Partner that is an organization other than a corporation, the dissolution and commencement of winding up of the separate organization;

(f) in the case of a Partner that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

(g) in the case of a Partner that is an estate, the distribution by the fiduciary of the estate's Partnership Interests.

11.2 **Rights of Dissociating Partner**. In the event any Partner dissociates prior to the dissolution and winding up of the Company:

(a) if the Dissociation causes a dissolution and winding up of the Company under Article XII hereof, the Partner shall be entitled to participate in the winding up of the Company to the same extent as any other Partner except that any Distributions to which the Partner would have been entitled shall be reduced by the damages sustained by the Company as a result of the Dissolution and winding up; and

(b) if the Dissociation does not cause a dissolution and winding up of the Company under Article XII hereof, the dissociated Person shall thereafter hold Partnership Interests as an Assignee.

ARTICLE XII.
DISSOLUTION AND WINDING UP

12.1 **Dissolution**. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events:

(a) the unanimous written consent of the Partners;

(b) the direction of all of the Managers.

12.2 **Effect of Dissolution**. Upon dissolution, the existence of the Company shall continue, but the Managers shall wind up all of the Company's affairs and proceed to liquidate all of the Company's assets as promptly as is consistent with obtaining their fair value.

12.3 **Distribution of Assets on Dissolution**. Upon the winding up of the Company, the Company property shall be distributed:

(a) to creditors, including Managers and Partners who are creditors, to the extent permitted by law, in satisfaction of liabilities of the Company;

(b) to Partners and Assignees in accordance with positive Capital Account balances taking into account all Capital Account adjustments for the Company's taxable year in which the liquidation occurs. Liquidation proceeds shall be paid within 60 days of the end of the Company's taxable year or, if later, within 90 days after the date of liquidation. Such Distributions shall be in cash or property (which need not be distributed proportionately) or partly in both, as determined by the Managers, provided, however that the Company's rights to payments under any agreements to manage real property shall be distributed proportionately to the Partners (and Assignees) in the absence of a written agreement for other than proportionate distribution.

12.4 **Winding Up and Certificate of Dissolution**. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Partners. To the extent feasible, the Company shall, as part of the winding up, complete its duties as management company under any agreements for management of real property to which it has become a party. Upon the completion of winding up of the Company, the Managers shall execute and deliver a certificate of dissolution to the Secretary of State for filing. The certificate of dissolution shall set forth the information required by the Act.

ARTICLE XIII.
INDEMNIFICATION

13.1 **General**. From and after the date of this Agreement the Company shall indemnify any Person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, by reason of the fact that it is or was a Manager or Partner of the Company, or who, while a Manager or Partner of the Company, is or was serving at the request of the Company as a director, officer, partner, manager, Partner, trustee, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, whether for profit or not, against expenses (including counsel fees), judgments, settlements, penalties and fines (including excise taxes assessed with respect to employee benefit plans) actually or reasonably incurred in accordance with such action, suit or proceeding, if such Manager or Partner acted in good faith and in a manner reasonably believed by such Manager or Partner to have been, in the case of conduct taken as a Manager or Partner, in the best interest of the Company and in all other cases, not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, either such Person had reasonable cause to believe such conduct was lawful or no reasonable cause to believe such conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not meet the prescribed standard of conduct. The Company may also, with the unanimous consent of the Managers and the Partners, indemnify

any Assignee or employee or agent of the Company who is not a Manager or Partner in the manner and to the extent that it shall indemnify Managers or Partners pursuant to this section.

13.2 **Authorization**. To the extent that a Manager or Partner has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 13.1, or in the defense of any claim, issue or matter therein, the Company shall indemnify such Person against expenses (including counsel fees) actually and reasonably incurred by such Person in connection therewith. Any other indemnification under Section 13.1 shall be made by the Company only as authorized in the specific case, upon a determination that indemnification of the Manager or Partner, employee or agent is permissible in the circumstances because such Person has met the applicable standard of conduct. Such determination may be made by either: (a) the unanimous written consent of the Managers and Partners who are not at the time parties to such action, suit or proceeding; or (b) a third party unanimously designated by the Managers and Partners.

13.3 **Reliance on Information**. For purposes of any determination under Section 13.1, a Person shall be deemed to have acted in good faith and to have otherwise met the applicable standard of conduct set forth in Section 13.1 if the action is based on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by (a) one or more Managers, Partners or employees of the Company or another enterprise whom the Person reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, appraisers or other persons as to matters reasonably believed to be within such person's professional or expert competence; or (c) the board of directors or other governing body of another enterprise. The term "another enterprise" as used in this Section 13.3 shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such Person is or was serving at the request of the Company as a director, officer, partner, manager, Partner, trustee, employee or agent. The provisions of this Section 13.3 shall not be deemed to be exclusive or to limit in any way the circumstances in which a Person may be deemed to have met the applicable standard of conduct set forth in Section 13.1.

13.4 **Advancement of Expenses**. Expenses incurred in connection with any civil or criminal action, suit or proceeding may be paid for or reimbursed by the Company in advance of the final disposition of such action, suit or proceeding, as authorized in the specific case in the same manner described in Section 13.2, upon receipt of a written affirmation of the Manager, Partner, employee or agent's good faith belief that such Person has met the standard of conduct described in Section 13.1 and upon receipt of a written undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined that such Person did not meet the standard of conduct, and a determination is made that the facts then known to those making the determination shall not preclude indemnification under this Article.

13.5 **Non-Exclusive Provisions; Vesting**. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which a Person seeking indemnification may be

entitled. The right of any Person to indemnification under this Article shall vest at the time of occurrence or performance of any event, act or omission giving rise to any action, suit or proceeding of the nature referred to in Section 13.1 and, once vested, shall not later be impaired as a result of any amendment, repeal, alteration or other modification of any or all of these provisions.

13.6 Definitions. For purposes of this Article, serving an employee benefit plan at the request of the Company shall include any service as a director, officer, employee or agent of an entity which imposes duties on, or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A Person who acted in good faith and in a manner reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Company" referred to in this Article. For purposes of this Article, "party" includes any individual who is or was a plaintiff, defendant or respondent in any action, suit or proceeding, or who is threatened to be made a named defendant or respondent in any action, suit or proceeding.

ARTICLE XIV.
MISCELLANEOUS PROVISIONS

14.1 Entire Agreement. This Agreement and the Articles represent the entire agreement among all the Partners.

14.2 Amendment or Modification of this Agreement. This Agreement may be amended or modified from time to time only by a written instrument proposed by the Managers and then approved by a Majority-In-Interest of the Partners, except that any amendment that would (i) increase the amount of Capital Contributions required of a Partner or accelerate the dates for payment of any required Capital Contribution, (ii) impose an additional liability on any Partner or Manager, (iii) modify Article VII or Section 12.03 or this Section 14.02 shall require the unanimous consent of the Partners.

14.3 No Partnership Intended for Nontax Purposes. The Partners have formed the Company under the Act, and expressly do not intend hereby to form a partnership or a limited partnership. The Partners do not intend to be partners one to another, or partners as to any third party. To the extent any Partner, by word or action, represents to another person that any other Partner is a partner or that the Company is a partnership, the Partner making such wrongful representation shall be liable to any other Partner who incurs personal liability by reason of such wrongful representation.

14.4 Rights of Creditors and Third Parties under this Agreement. This Agreement is entered into among the Partners for the exclusive benefit of the Company, its Managers,

Partners, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Partner with respect to any Capital Contribution or otherwise.

14.5 **Notice**. All notices required or permitted by this Agreement shall be in writing. Notice to the Company or the Managers shall be given to its principal office or personally delivered to any Manager. Notice to a Partner or Assignee shall be given or personally delivered to the Partner or Assignee at the address reflected in the Company's records unless such Partner or Assignee has notified the Company in writing of a different address.

14.6 **Headings**. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of any provision of this Agreement.

14.7 **Severability**. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the legality or validity of the remainder of this Agreement.

14.8 **Number and Gender**. All provisions and references to gender shall be deemed to refer to masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

14.9 **Binding Effect**. Except as otherwise provided in this Agreement, every covenant, term and provision of this Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legatees, legal representatives, successors and assigns.

14.10 **Counterparts**. This Agreement may be executed in any number of counterparts with the same effect as if all such parties executed the same document. All such counterparts shall constitute one agreement.

14.11 **Colorado Law Controlling**. The laws of the State of Colorado, including the Act, shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

* * * * *

IN WITNESS WHEREOF, this Agreement has beem executed as of the date first above written

DONALD E. LUNNON REVOCABLE TRUST

By: ______________________
Donald E. Lunnon, Trustee

____
Janet Lunnon

____
Diane Lunnon

____
Stephen Lunnon