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**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Quirk Universal Integrated Technologies, LLC

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.C.", "llc", or "Ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

6062 S. Spotswood St.

*(Street number and name)*

Littleton

*(City)*

CO

*(State)*

80120

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province – if applicable)*

Mailing address

**(leave blank if same as street address)**

4021 W. 50th Ave

*(Street number and name or Post Office Box information)*

Denver

*(City)*

CO

*(State)*

80212

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province – if applicable)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Hause

*(Last)*

Matthew

*(First)*

Daren

*(Middle)*

*(Suffix)*

**OR**

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Street address

4021 W. 50th Ave

*(Street number and name)*

Denver

*(City)*

CO

*(State)*

80212

*(ZIP Code)*

Mailing address  
(leave blank if same as street address) \_\_\_\_\_  
(Street number and name or Post Office Box information)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(City) CO (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Hause Matthew Daren  
(Last) (First) (Middle) (Suffix)

**OR**

(if an entity)  
(Caution: Do not provide both an individual and an entity name.) \_\_\_\_\_

Mailing address 4021 W. 50th Ave  
(Street number and name or Post Office Box information)  
\_\_\_\_\_  
Denver CO 80212  
(City) (State) (ZIP/Postal Code)  
\_\_\_\_\_  
United States  
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

**OR**

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

**Notice:**

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Hause	Matthew	Daren	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
4021 W. 50th Ave			
<i>(Street number and name or Post Office Box information)</i>			
Denver	CO	80212	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
	United States		
<i>(Province – if applicable)</i>	<i>(Country)</i>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

# LIMITED LIABILITY COMPANY OPERATING AGREEMENT FOR

Quirk Universal Integrated Technologies, LLC *A Member-Managed Limited Liability Company*

## ARTICLE I

### Company Formation

**1.1 FORMATION.** The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of State of Colorado.

**1.2 NAME.** The name of the Company shall be: Quirk Universal Integrated Technologies, LLC. The Company may also to elect at any time to conduct business as, or file for a trade or fictitious name of "Quirk, LLC", or subsequently brand or trademark its manufactured products as "Quirk™", or by any other name by unanimous consent of the Members, where applicable and such registration is valid and lawful.

**1.3 REGISTERED AGENT.** The name and location of the registered agent of the Company shall be:

Matthew Daren Hause  
4021 W. 50<sup>th</sup> Ave.  
Denver, CO 80212

**1.4 TERM.** The Company shall continue for a perpetual period unless,  
(a) Members unanimously vote for dissolution; or  
(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or  
(c) Any other event causing dissolution of this Limited Liability Company under the laws of the State of Colorado.

**1.5 CONTINUANCE OF COMPANY.** Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that member desires.

**1.6 BUSINESS PURPOSE.** The purpose of the Company is to engage in lawful trade or commerce within the United States of America or abroad in accordance with any and all regulations therein.

**1.7 PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be:  
6062 S. Spotswood St.  
Littleton, CO 80120

Principal place of business may be changed at a location the Members from time to time select.

**1.8 THE MEMBERS.** The name and place of residence of each member are contained in Exhibit 1 attached to this Agreement.

**1.9 ADMISSION OF ADDITIONAL MEMBERS.** Except as otherwise expressly provided in the 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 Members.

## ARTICLE II

### Capital Contributions

**2.1 INITIAL CONTRIBUTIONS.** The Members initially shall contribute to the Company capital as described in Exhibit 2 attached to this Agreement. The agreed total value of such property and cash is \$4,250 USD.

**2.2 ADDITIONAL CONTRIBUTIONS.** Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital, though where such additional contributions are made and properly-documented, the Member's contribution will be amended in writing, and distributed in such a manner as set forth in Article 3.2,

## ARTICLE III

### Profits, Losses and 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 capital or agreed-upon interest in the Company as set forth in Exhibit 2 as amended from time to time in accordance with 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 Members. 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 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 Treasury Regulation 1.704-1(b)(2)(ii)(d).

Members may elect to retain, contract, hire, or release a third-party person or entity to ascertain perceived Company profits, losses, or distributions where such elections are approved by unanimous consent or vote of the Members. A vote must be in writing.

## ARTICLE IV

### Management

**4.1 MANAGEMENT OF THE BUSINESS.** The management of the business is invested in the Members in accordance and compliance with their duties and appropriated titles as outlined in Article 4.4.

**4.2 MEMBERS.** The liability of the Members shall be limited as provided pursuant to applicable law. Members may take part in the control, management, direction, or operation of the Company's affairs and shall have powers to bind the Company. Any legally binding agreement must be signed by all Members, except for when written unanimous approval of all other Members for one specific Member to sign the binding agreement exists. Any written approval in this case, shall continue for a term equal to the

approval's documented expiration date, if any, or for an indefinite term equal to the stated Member's term of duties.

(a) Any decision that involves a sale of the business, a loan, an acquisition of another company, a line of credit in the name of the Company, or expansion of the Company, must have the unanimous consent of all Members.

(b) All day to day decisions and management of the LLC may be made by any Member(s) in compliance with their duties as Members.

(c) If a Member disagrees with another Member's decision or proposed decision, a Member may call a vote to decide the course of action. A simple majority vote must be completed to take an action on behalf of the LLC in accordance with ARTICLE 4.5. The vote must be in writing.

**4.3 POWERS OF MEMBERS.** The Members, or a single Member, are authorized on the Company's behalf, provided such authorization is granted by unanimous consent or vote of the Members, to make all decisions in accordance with ARTICLE 4.2 as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their management powers, the Members are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, 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. In the event of a vote, the vote must be in writing.

**4.4 DUTIES OF MEMBERS.** Each Member must have a duty. The chief duties and allocation of Members shall be divided in accordance with the following:

- I. a **Director of Operations** – also referred to as the **Chief Operating Officer**; and herein referred to as the “DoO” or “COO” - the main role of the COO or Director of Operations is routinely on operations management, meaning that they are responsible for the development, design, operation, and improvement of the systems that create and deliver the Company's products or ways in which said products are distributed or allocated. The COO/DoO is responsible for ensuring that business operations are efficient and effective and that the proper management of resources, distribution of goods and services to customers, and analysis of queue systems is performed. A COO/DoO needs to have domain knowledge of the business & industry, understand modern management theories, employ process/quality improvement techniques and sometimes quality process standards if required by customers or desired by the Company. This position and title reports directly to any other Member in accordance to said additional Member's capital or unanimously agreed-upon interest by each Member.
- II. A **Director of Technology** – also referred to as the **Chief Technology Officer**; and herein referred to the “DoT” or “CTO” - is focused on scientific and technological issues or advancements within the Company, and solving organizational problems through acquiring and adapting existing technologies. The DoT/CTO is also involved with and responsible for overseeing Research and Development (R&D) activities of new or existing Company products and their allocations and distribution, and formulating long-term visions and strategies for the transformation of capital - be it monetary, intellectual, or political - into technology in furtherance of the Company's objectives. This position and title reports directly to any other Member in accordance to said additional

Member's capital or unanimously agreed-upon interest by each Member.

- (a) If a Member fails to do the Member's duties for a period of 120 consecutive days, the Member will lose its Membership interest. The start date of failure must be documented.
- (b) If a Member fails to do its Member duties for a period of one hundred twenty (120) days out of two hundred thirty nine (239) days, the Member will lose its Membership interest in accordance with this article. The failure days must be documented.
- (c) If a Member disputes the completion of another Members duty and is attempting to take over the Members interest, it must do so in writing and certified delivery to the Members residential address listed in exhibit 1. If certified delivery is not available, hand delivery is acceptable by a third party in accordance with all such State and municipal laws governing such delivery.
- (d) Upon receipt of complaint, a Member in question of fulfilling the Members duties must remedy and fulfill the duties it has established within fourteen (14) days.
- (e) If Members become in dispute of what the Members duties are; if they are being fulfilled; and have gone through the dispute process outlined in section (a) through (d) of this article, the Members agree to enter into binding mediation or arbitration to decide if the Member's duties are being performed in compliance with the outlined agreed duties of attachment 1. If there is failure to reach an agreement through arbitration or mediation of performed duties of Members, the Members in dispute agree to file a complaint in the appropriate Court to procure a decision by the appropriate Court as to the fulfillment of Members' duties. Upon decision of the Court that a Member has or is failing to meet the duties it has been prescribed to fulfill, the Member will loose and assign its Membership interest to the other Member(s) still remaining. The assignment of the non-compliant Member's membership interest will establish a debt owed by the LLC in accordance with ARTICLE 7.
- (f) A value of the non-compliant Member's interest being transferred and assigned to the complaining Member must be made before the transfer can be completed. During the course of the transfer, the non-compliant Member will maintain complete powers of membership in the LLC.
- (g) In the event of a dispute of Member's duties, Members may negotiate an exchange of Membership interests for a lesser amount of Member duties. Such negotiations for exchange shall be in writing, by unanimous consent of the Members, and shall indemnify each Member from the provisions set forth in Article 4.4 (a), (b),(c), (d), (e), or (f).

**4.5 DISPUTES OF MEMBERS.** Disputes among Members will be decided by a majority vote. A member has the amount of votes according to the Members percent of interest. There has to be a majority vote for an action to take place.

**4.6 MANAGING MEMBER.** The Members shall share management duties in accordance with their aforementioned capital or agreed-upon interest by unanimous consent or vote of the Members. A vote must be in writing.

**4.7 NOMINEE.** Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Members may designate. The Members shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for their willful misconduct.

**4.8 COMPANY INFORMATION.** Upon request, a Member shall supply to any other Member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Chief Executive Member's possession regarding the Company or its activities.

**4.9 EXCULPATION.** Any act or omission of the Members, 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 Members to any liability to the Members.

**4.10 INDEMNIFICATION.** 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, for instant 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 "*nolo 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.

**4.11 RECORDS.** The Members shall cause the Company to keep at its principal place of business or other agreed location the following:

- (a) A current list in alphabetical order of the full name and the last known street address of each Member;
- (b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) Copies of any financial statements of the limited liability company for the three most recent years.

## **ARTICLE V**

### **Compensation**

**5.1 MEMBER MANAGEMENT FEE.** Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services if Members unanimously agree.

**5.2 REIMBURSEMENT.** The Company shall reimburse the Members for all direct out-of-pocket expenses, or for the maintenance, repair, or replacement of initial capital interest items as listed in Exhibit 2 incurred by them in managing the Company, or the carrying out of aforementioned Member duties, if Members unanimously agree.

## **ARTICLE VI**

### **Bookkeeping**

**6.1 BOOKS.** The Members, or a unanimously appointed agent of the Members, shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or other agreed location. Such books shall be kept via a method of accounting as the Members shall select. The company's accounting period shall be the calendar year.

**6.2 MEMBER'S ACCOUNTS.** The Members shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

- (a) Any additional capital contribution made by him/her;
- (b) Credit balances transferred from his distribution account to his capital account; and decreased by:
  - (a) Distributions to him/her in reduction of Company capital; or
  - (b) The Member's share of Company losses if charged to his/her capital account.

**6.3 REPORTS.** The Members shall close the books of account after the close of each calendar year, and shall prepare and send to each Member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

## **ARTICLE VII**

### **Transfers**

**7.1 ASSIGNMENT.** If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, the Member shall comply with the following procedures:

(a) First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting Member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting Member may advertise its Membership interest for sale as it sees fit.

(b) If a Member has a buyer of Members' interest, the other current Member(s) have first right of refusal to purchase the exiting Members' interest for the agreed purchase price. If there are more than one current remaining Member(s), remaining Members may combine funds to purchase the exiting Members' interest. Exiting Member must show that potential purchaser has full-certified funds, or the ability to get full-certified funds before the first right of refusal period starts. Current Members have 60 days to buy exiting Members' interest if they so desire.

(c) Pursuant to the applicable law, current Members may unanimously approve the sale of exiting Members' interests to grant full Membership benefits and functionality to the new Member. The current remaining Member(s) must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or Member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting Member must disclose to buyer or assignee if current Members will not approve the sale.

**7.2 VALUATION OF EXITING MEMBERS INTEREST.** If a Member wants to exit the LLC, and does not have a buyer of its Membership interest, exiting Member will assign its interest to current Member(s) according to the following set forth procedures:

(a) A value must be placed upon this Membership interest before assigned.

(b) If exiting Member and current Member(s) do not agree on the value of this Membership interest, exiting Member must pay for a certified appraiser to appraise the LLC company value, and the exiting Members' value will be assigned a value according to the exiting Members' interest percentage.

(c) The current Member(s) must unanimously approve the certified appraiser used by exiting Member. Current Member(s) have thirty (30) calendar days to approve the exiting Members' certified appraiser. If current Members disapprove the certified appraiser, they must show evidence to support their disapproval of the certified appraiser as a vendor qualified to make the LLC business appraisal. Current Members may not stall the process by disapproving all certified appraisers.

(d) Upon completion of a certified appraiser placing a value on the LLC, a value will be placed on exiting Members' interest according to exiting Members' percentage of Membership interest.

(e) If current Member(s) disagree with the value placed on exiting Members' interest, current Member(s) must pay for a certified appraiser to value the LLC and exiting Members' interest according to the same terms.

(f) Current Members' appraiser must be completed within 60 days or right of current Member(s) to dispute the value of exiting Members' interest expires.

(g) Upon completion of current Member(s) certified appraiser, the exiting Member must approve the value placed on exiting Members' interest. Exiting Member has 30 days to approve this value.

(h) If exiting Member does not approve current Members' appraiser value, the value of the LLC will be determined by: adding both parties' values, then dividing that value in half, then creating the value of the exiting Members' interest according to the exiting Members' percentage of Membership interest.

**7.2 DISTRIBUTION OF EXITING MEMBERS' INTEREST.** Upon determination of exiting Members' interest value, the value will be a debt of the LLC. The exiting Member will only be able to demand payment of this debt at dissolution of the LLC or the following method:

(a) LLC will make timely payments to accrue no more than ninety (90) calendar days in between each payment

(b) LLC will only be required to make payments towards exiting Members' debt if LLC is profitable and passed income to current Member(s), unless unanimously agreed-upon by exiting Members' and remaining Member(s), where such an agreement is made in writing

(c) LLC must make a debt payment to exiting Member if LLC passed income of 50% of the total determined value of the exiting Members' interest in one taxable year. (Example: If exiting members' value was \$100,000 and current Member(s) received \$50,000 taxable income in the taxable year, the LLC would owe a debt payment to exiting Member. If current Member(s) only received \$90,000 in passed income, there would be no payment due).

(d) Debt payment must be at least 10% of the value of the passed income to current LLC Member(s).

(e) LLC must make payment to exiting Member within sixty (60) calendar days of the end of the taxable year for the LLC.

(f) Payment schedule will continue until exiting Members' debt is paid by LLC.

(g) If LLC dissolves, exiting Member will be a regular debtor and payment will follow normal LLC dissolution payment statutes.

(h) Exiting Members' value of Membership interest it assigned current Member(s) may NOT accrue interest.

(i) LLC can pay off amount owed to exiting Member at any time if it so desires, upon the unanimous consent of existing and exiting Member(s). Such consent shall be provided in writing within thirty (30) calendar days.

# CERTIFICATE OF FORMATION


This Company Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a Limited Liability Company in accordance with applicable Colorado law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each Member, the agreement consisting of ten (10) pages, constitutes, together with Exhibit 1, Exhibit 2 and Exhibit 3 (if any), the Operating Agreement of Quirk Universal Integrated Technologies, LLC, and/or Quirk, LLC adopted by the members as of FEBRUARY, 23 20 11.

**Members:**

Director of Operations/Chief Operating Officer :

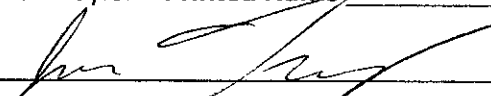
Matthew Daren Hause **Printed Name** MATTHEW D. HAUSE

Signature 

Percent: 50% not withstanding to, or in direct accordance with initial capital interest except as otherwise agreed-upon by unanimous consent of additional Members.

Director of Technology/Chief Technology Officer:

Jason Andrew Taylor **Printed Name** Jason A Taylor

Signature 

Percent: 50% not withstanding to, or in direct accordance with initial capital interest except as otherwise agreed-upon by unanimous consent of additional Members.

# EXHIBIT 1

## LISTING OF MEMBERS

As of the 23 day of FEBRUARY, 2011 the following is a list of Members of the Company:

**Name:** Matthew Daren Hause

**Percent:** 50%

**Address:** 4021 W. 50<sup>th</sup> Ave. Denver, CO 80212

**Duties:** Director of Operations/Chief Operating Officer as set forth in Article 4.4 (I).


**Name:** Jason Andrew Taylor

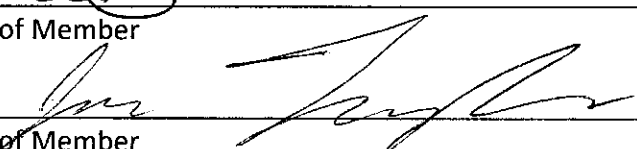
**Percent:** 50%

**Address:** 6062 S. Spotswood St. Littleton, CO 80120

**Duties:** Director of Technology/Chief Technology Officer as set forth in Article 4.4 (II).

Authorized by Member(s) to provide Member Listing as of this 23 day of FEBRUARY, 2011.

  
\_\_\_\_\_  
Signature of Member

  
\_\_\_\_\_  
Signature of Member

## EXHIBIT 2

### CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be \$4,250 USD. The description and each individual portion of this initial contribution are as follows:

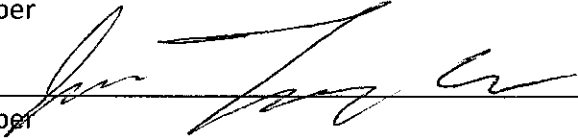
Jason Andrew Taylor – Misc tools/equipment/LED inventory as mutually-agreed upon by all Members:  
\$ 3,609 USD.

Matthew Daren Hause – cash assets in establishing all necessary documentation as mutually-agreed upon by all Members in the formation of the Company within the laws of the State of Colorado:  
\$ 641 USD.

SIGNED AND AGREED this 23 day of FEBRUARY, 2011.



Member



Member