





Bounty of the Salish Sea

Primary Business Concept

Specialty Retail featuring premium products from our seaweed farm, salmon and other local seafood harvested from the Salish Sea and health, beauty and pet products regionally sourced

Food Tasting & Minimal Offerings

Meet the Farmer and Fisher

Salish Sea Certified sugar kelp
Reef-net caught salmon from Lummi Island, sustainably harvested to honor both the ecosystem and regional heritage
Select tribal caught seafood supporting Indigenous fishers and stewardship
Beer and wine pairings
Guest chefs featuring kelp and salmon

Spa Experience

Seaweed Foot Baths

Meet the Farmer

Nutrient-dense and regenerative
Nourishes the skin
Supports circulation and detoxification
Boost relaxation and relieves stress
Aides joint and muscle recovery



Our Primary goal is to serve as a retail store for seaweed, salmon and other products from the Salish Sea region.

We recognize that many people are unfamiliar with how to use seaweed. The food and spa services are intended to promote awareness, inspire interest, be experiential and drive retail sales.

Our mission is to educate customers about the benefits of reef net fishing and historic traditions and seaweed farming by promoting ways to add seaweed into your diet and lifestyle to create health and wellness for the body and environment.

Use Concept:

Retail business selling products made from and featuring seaweed or kelp, salmon and other seafood from the Salish Sea. Including food, spices, candles, soaps, body scrubs, other health and beauty and pet products, limited branded merchandise and art. Limited food service made to order, beer and wine and seaweed foot bath spa services.



Products/Services

CULINARY

Kelp Caviar (Exclusive)

Furikake, Flavorings, and Seasonings

Canned, Smoked and Dried Salmon

Fresh, Frozen, Flaked, Chopped and Powdered Kelp

Kelp and Salmon Based Snacks



PET

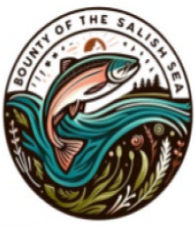


Products/Services

WELLNESS

Kelp Extract Tinctures
Kelp Soaks for Body and Bath
Topical Serums and Creams
Nutritional Supplements





Bounty of the Salish Sea

Sustainably grown and harvested foods from the Salish Sea

Sample Menu

Snacks

Scotch egg	
salmon panko crust	\$5
Salmon poppers	
jalapeños, salmon*, cream cheese	\$9

Rice

Onigiri	
rice, smoked salmon*, furikake	\$5
Smoked salmon nori bites	
(description goes here)	\$7
Salmon salad handroll	
(description goes here)	\$7

Soups

Smoked salmon and nettle	
(description)	\$8
Miso Soup	
sugar kelp dashi	\$6

Salads

Bounty classic	
heirloom tomato, red pepper, sugar kelp^	\$8
(one more salad	
description)	\$8

Flights

Bruschetta	
(3 different types of toppings on bread)	\$12
Dips	
(3 dips with market cracker)	\$10
Handroll? Or nori?	
(3 types of seaweed/rice combo)	\$12

*Reef Net Caught Salmon from Lummi Island, WA
 ^Salish Sea Certified sugar kelp grown in the pristine waters off Lummi Island
 **Tribal Caught from the Salish Sea

Bigger Bites

Lox Bagel	
market bagel, cold smoked salmon lox*, cream cheese, pickled onions, capers	\$11
Bruschetta	
salmon*, cream cheese, seaweed flakes, furikaki (3)	\$8
Charceuterie	
smoked salmon*, market cheese, market jam/spread, crackers	\$10

Panini 'Sliders'

Simply salmon	
salmon*, cream cheese, seasonal veggies	\$6
Salmon salad	
salmon*, mayo, furikaki spice mix, cheese, heirloom tomato	\$6
Seafood Special	
seasonal shellfish/seafood**, (what else goes on this sammy?)	Market Price

Desserts

Seaweed ice cream	\$6
Seaweed fudge	\$4

Drinks

Wine	
red	\$9
white	\$9
Prosecco	
label	\$9
Beer	
type one	\$7
type two	\$7
Non Alcoholic	
soda	\$5
juice	\$5

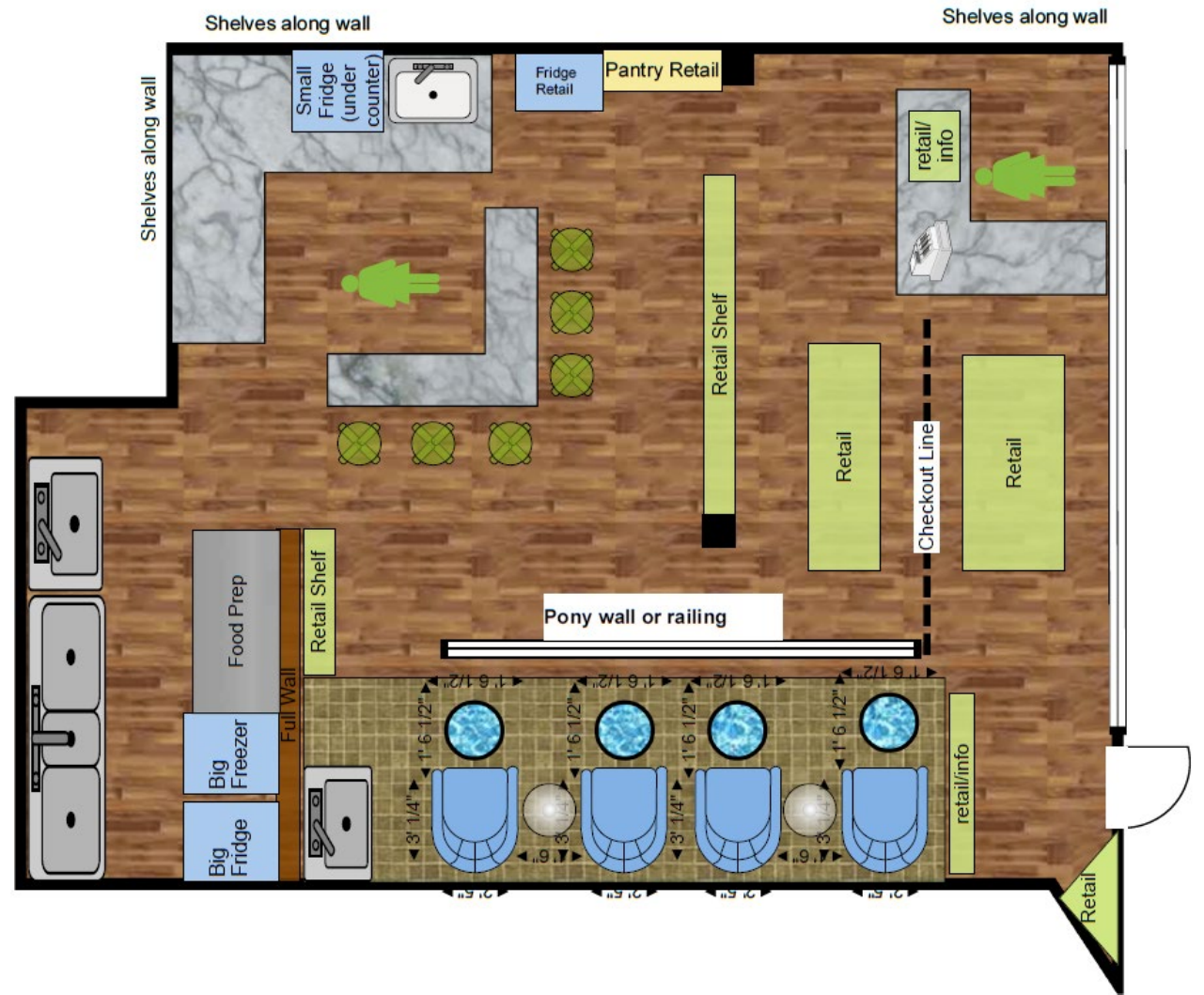
Seaweed Foot Baths

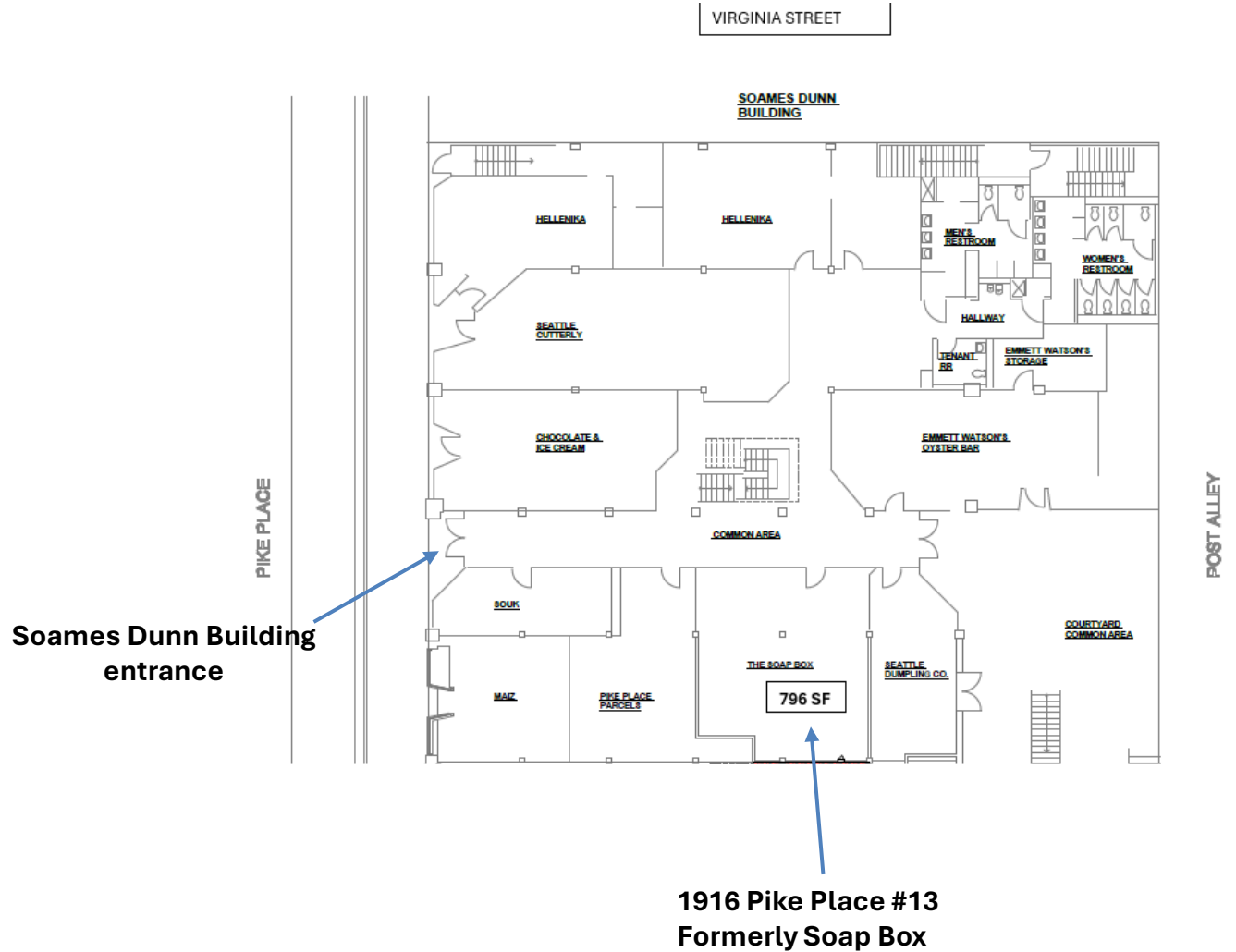
Enjoy a relaxing foot bath while benefiting from the healing properties of kelp

- Nourishes the skin
- Improves circulation and detoxifies
- Relaxes and de-stresses
- Supports joint and muscle health
- Overall goodness

30 minutes – \$25

Mock Layout and final design application to be submitted by 4/30/26
 1916 Pike Place #13
 796 SF







THE SALISH SEA

The Salish Sea extends from the North end of the Strait of Georgia to the south end of the Puget Sound and west to the mouth of the Strait of Juan de Fuca

It includes the inland marine waters of southern BC and Northern Washington state

The Salish Sea has been embraced by citizen on both sides of the border for years including the Coast Salish Gathering (the Alliance of the Coast Salish Tribe and First Nation Leaders)

Biography

Kyle Garland Kinley (SQW-QUAL-TEN) is a member of the Lummi Nation and a commercial fisherman dedicated to the stewardship of marine resources and the economic vitality of his community. He is the son of Larry Kinley, former Chairman of the Lummi Indian Business Council in the 1980s, and Eleanor Kinley, a member of the Lummi Nation Fish Commission. His ancestry also connects him to the Suquamish Tribe of Indians, the Skagit Tribe of Indians, and the Semiahmoo people of Blaine.

Raised along the shores of Puget Sound, Kyle grew up immersed in the cultural traditions and responsibilities of fishing that have sustained Coast Salish peoples since time immemorial. After completing his education, he pursued fishing full time and continues to practice responsible harvesting within the Salish Sea.

As the owner and operator of his own fishing vessels, Kyle contributes to the local tribal economy while helping maintain sustainable fisheries that support both cultural traditions and community livelihoods. In addition to fishing, he is a co-owner of Lummi Island Sea Greens, a seaweed farming enterprise that advances sustainable aquaculture, and Bounty of the Salish Sea, a seafood retail business that promotes locally harvested and tribally sourced seafood. Through his work in fishing, aquaculture, and local business development, Kyle supports the preservation of treaty-protected fishing rights, strengthens tribal food systems, and contributes to the economic resilience of the Lummi Nation and the broader Salish Sea community.

Biography

Riley Starks

Riley has been a commercial fisher since 1973, fishing for Dungeness crab, salmon, and herring from San Francisco to Alaska. He founded Nettles Farm in 1992, The Willows Inn in 2001, Lummi Island Wild in 2004, and Salish Center for Sustainable Fishing Methods in 2018, all on Lummi Island. He currently hosts guests at Nettles Farm B&B, actively operates a reefnet salmon gear nearby, a sugar kelp farm called Lummi Island SeaGreens in Legoe Bay, and is the Executive Director of SalishCenter.org.

- **Featured in video** PBS Puget Sound Matters: reefnet fishing 2008
- PBS Fixing the Future with David Brancaccio 2010
- Patagonia video <https://milled.com/patagonia-provisions/reef-nets-responsible-wild-salmon-harvest-Krst5tLkWNQDao1f> 2014
- Patagonia movie Unbroken Ground 2016

Featured in books:

- Local Flavors, by Deborah Madison, 2002
- Washington Renewing the Countryside, Sustainable Northwest 2005
- Local, the new face of food and farming in America. Douglas Gayeton 2014

- Also featured in many newspapers and magazines including the New York Times, Boston Globe, Outside, Sunset, Seattle, and more.

Biography

Mike Spranger

Work History

Pacific Sea Farms (co-owner)

2021-present

- Successfully received permits/approval from 9 different governmental and tribal agencies to create a 10-acre sub-tidal regenerative sea farm to grow sugar kelp and shellfish.
- Pacific Sea Farms is the first seaweed farm in King County and the 3rd in Washington state
- First crop successfully harvested in April 2025 with sales to numerous local food and CPG producers.
- Provided mariculture training and education seminars to students ranging from 3rd grade to Master's candidates
- Founding member of the [Washington Seaweed Collaborative](#)
- Numerous interviews ([NPR](#), [newspapers](#), [periodicals](#)) on the seaweed topic

Expeditors International

1990-2020

- 30 year career beginning in the mailroom and concluding as Vice President / Information Services of a Fortune 300 Seattle based logistics company

Volunteer Work

- Seattle Aquarium Diver
- [Reef Check](#) diver / citizen scientist
- Vashon Tool Librarian



Filed
 Secretary of State
 State of Washington
 Date Filed: 02/21/2026
 Effective Date: 02/21/2026
 UBI #: 605 652 113

Amended Annual Report

BUSINESS INFORMATION

Business Name:

BOUNTY OF THE SALISH SEA LLC

UBI Number:

605 652 113

Business Type:

WA LIMITED LIABILITY COMPANY

Business Status:

ACTIVE

Principal Office Street Address:

4300 MATIA VIEW DR, LUMMI ISLAND, WA, 98262-8711, UNITED STATES

Principal Office Mailing Address:

4300 MATIA VIEW DR, LUMMI ISLAND, WA, 98262-8711, UNITED STATES

Expiration Date:

12/31/2026

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/Registration Date:

12/03/2024

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

ANY LAWFUL PURPOSE

REGISTERED AGENT [RCW 23.95.410](#)

Registered Agent Name	Street Address	Mailing Address
NETTLES FARM	4300 MATIA VIEW DR, LUMMI ISLAND, WA, 98262-8711, UNITED STATES	4300 MATIA VIEW DR, LUMMI ISLAND, WA, 98262-8711, UNITED STATES

PRINCIPAL OFFICE

Phone:

3607587616

Email:

RILEY@NETTLESFARM.COM

Street Address:

4300 MATIA VIEW DR, LUMMI ISLAND, WA, 98262-8711, USA

Mailing Address:

4300 MATIA VIEW DR, LUMMI ISLAND, WA, 98262-8711, USA

GOVERNORS

Title	Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		RILEY	STARKS
GOVERNOR	INDIVIDUAL		MIKE	SPRANGER
GOVERNOR	INDIVIDUAL		KYLE	KINLEY

NATURE OF BUSINESS

- ANY LAWFUL PURPOSE

EFFECTIVE DATE

Effective Date:

02/21/2026

CONTROLLING INTEREST

1. Does this entity own (hold title) real property in Washington, such as land or buildings, including leasehold improvements?

- No

2. In the **past 12 months**, has there been a transfer of at least 16-2/3 percent of the ownership, stock, or other financial interest in the entity?

- Yes

a. If "Yes", in the **past 36 months**, has there been a transfer of controlling interest (50 percent or greater) of the ownership, stock, or other financial interest in the entity?

- Yes

3. If you answered "Yes" to question 2a, has a controlling interest transfer return been filed with the Department of Revenue?

- No

You **must** submit a Controlling Interest Transfer Return form if you answered "Yes" to questions 1 **and** 2a.

Failure to report a Controlling Interest Transfer is subject to penalty provisions of [RCW 82.45.220](#).

For more information on **Controlling Interest**, visit www.dor.wa.gov/REET.

RETURN ADDRESS FOR THIS FILING

Attention:

RILEY STARKS

Email:

RILEY@BOUNTYOFTHESALISHSEA.COM

Address:

4300 MATIA VIEW DR, LUMMI ISLAND, WA, 98262, USA

UPLOAD ADDITIONAL DOCUMENTS

Do you have additional documents to upload? - No

AUTHORIZED PERSON

I am an authorized person.

Person Type:

ENTITY

First Name:

RILEY

Last Name:

STARKS

Entity Name:

BOUNTY OF THE SALISH SEA

Title:

PARTNER

This document is hereby executed under penalty of law and is to the best of my knowledge, true and correct.



STATE OF WASHINGTON
BUSINESS LICENSING SERVICE

Thank you for filing online

Our processing time generally takes up to 10 business days. Some endorsements may take more time for state or city approval. You will receive your business license with approved endorsements in the mail. An updated business license will be mailed to you when additional endorsements are approved.

Confirmation Number: 0-051-233-448

Filing Date and Time: 02/25/2026 01:49:18 PM

Payment Method: Credit or Debit Card

Business Entity Information

Entity Type: Limited Liability Company
Name of Entity: BOUNTY OF THE SALISH SEA LLC
UBI: 605652113

Business Location Information

Firm Name: BOUNTY OF THE SALISH SEA LLC
Phone Number: None
Fax Number: None
Location Address: 1916 PIKE PL SEATTLE WA 98101-1013
Mailing Address: 14400 107TH WAY SW VASHON WA 98070-3829

Owners and Officers

STARKS RILEY
SPRANGER MICHAEL
KINLEY KYLE

Endorsement(s) Applied For	Begin	End	Count	Fee
Tax Registration	02/25/2026		1	\$0.00
				\$0.00

Fee Type	Begin	End	Count	Fee
BLS Processing Fee	02/25/2026		1	\$50.00
				\$50.00

Third-Party Card Processing Fee \$1.48

Grand Total: \$51.48

AMENDED LIMITED LIABILITY COMPANY AGREEMENT

OF

BOUNTY OF THE SALISH SEA LLC

This amended limited liability company agreement (the "Agreement") is dated Feb 25, 2026 (the "Effective Date"), and is entered into by BOUNTY OF THE SALISH SEA LLC, a Washington limited liability company (the "Company"), NETTLES FARM, INC., ("Nettles"), MIKE SPRANGER ("Mike"), KYLE KINLEY ("Kyle"), and RILEY STARKS ("Riley"). Nettles, Mike and Kyle, together with any other person that may lawfully acquire title to any Units pursuant to this Agreement after the Effective Date, shall be referred to collectively in this Agreement as the "Members".

RECITALS

A. The Company was formed by Riley on December 3, 2024, with Riley owning all of the Company's membership interest units. Riley subsequently transferred his membership interest units to Nettles, which is wholly owned by Riley.

B. On February ____ 2026, the Company entered into Unit Purchase Agreements with Mike and Kyle, whereby upon closing of both Unit Purchase Agreements, Nettles will own 40% of the membership units of the Company, Mike will own 40% of the membership units of the Company, and Kyle will own 20% of the membership units of the Company

C. The Members wish to set forth in this Agreement the terms and conditions that shall apply to their ownership and joint conduct of the Company's business from the Effective Date.

The Members and the Company therefore agree as follows:

AGREEMENT

For and in consideration of the mutual covenants contained in this Agreement, the Members agree as follows:

1. Organization of Company

1.1 Name

The name of the Company is BOUNTY OF THE SALISH SEA LLC.

1.2 Operating Agreement

This Agreement shall supersede and replace all prior limited liability company agreements of the Company.

1.3 Term

The term of the Company commenced upon the filing of the Certificate of Formation with the Secretary of State, Washington and is perpetual unless earlier terminated and dissolved pursuant to Section 8.1.

1.4 Registered Agent and Office

The registered agent for the Company is Nettles at 4300 Matia View Drive, Lummi Island, WA 98262. The registered office and registered agent of the Company may be changed by the Members from time to time by filing the necessary documentation with the Secretary of State.

1.5 Purpose and Powers

The purpose of the Company shall be to engage in seafood and kelp harvesting, processing, and retailing (the "Primary Purpose"), together with any other lawful business activity permitted by the Act. The Company shall have full power to carry out its purposes.

1.6 Defects as to Formalities

No failure to observe any formalities or requirements of this Agreement, the certificate of formation or the Act shall be grounds for imposing personal liability on the Members for liabilities of the Company.

1.7 Liability of Members to Third Parties; Reliance by Third-Party Creditors

1.7.1 Liability of Members

Except as otherwise provided in the Act or in this Agreement, no Member shall be personally liable for any debt, obligation or liability of the Company, whether arising in contract or otherwise, solely by reason of being a Member of the Company.

1.7.2 Reliance by Third Parties

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

1.8 Defined Terms

Capitalized terms used in this Agreement are either defined in the body of this Agreement or in Exhibit A.

2. Capital Provisions

2.1 Capital Contributions

Each of the Members shall have made those following contributions to the capital of the Company set forth in Exhibit B.

2.2 Percentage Interests

Company has issued the Members the Units set forth in Exhibit B.

2.3 Additional Capital Contributions

In addition to Capital Contributions made pursuant to Section 2.1, Members may make additional contributions to the capital of the Company at such times, in such amounts (or, in the case of contributions of property other than cash, having such values) and in exchange for such Units as authorized and determined by the Board of Managers.

2.4 Company Capital

(a) No Member shall be paid interest on any Capital Contribution.

(b) Save where the Members unanimously agree otherwise, no Member shall have the right to withdraw, or receive any return of, their Capital Contribution, and no Member shall have priority over any other Member, either as to the return of their Capital Contribution or as to Profits, Losses or distributions.

(c) Save where the Members unanimously agree otherwise, and except as may be specifically provided in this Agreement, no Member shall have the right to receive property, other than cash, under circumstances requiring a return of any Capital Contribution.

(d) A creditor who makes a nonrecourse loan to the Company shall not, because of making such a loan, have or acquire at any time any direct or indirect interest in the profits, capital or property of the Company, except that, if security is given for such a loan, then the creditor may be a secured creditor.

2.5 Loans

The Company may borrow money from any Member upon such terms and conditions as may be agreed by the Board of Managers and the Member concerned. No such loan shall increase the interest of the Member making the loan in the capital of the Company or affect the Member's share of the Profits and Losses of the Company.

2.6 Maintenance of Capital Accounts

The Company shall establish and maintain Capital Accounts with respect to each Member in accordance with the following:

(a) Each Member's Capital Account shall be increased by (i) the Member's Capital Contributions, (ii) the Member's share of Profits as determined pursuant to Section 6.1 and any special allocations of items of income or gain pursuant to Sections 6.3 and 6.4, (iii) the amount of any Company liabilities assumed by the Member, and (iv) the amount of any Company liabilities that are secured by any property distributed to that Member.

(b) Each Member's Capital Account shall be decreased by (i) the amount of cash and the value of any Company property (other than cash) distributed to that Member pursuant to any provision of this Agreement, (ii) the Member's share of Losses as determined pursuant to Section 6.1 and any special allocations of items of loss or deduction pursuant to Sections 6.3 and 6.4, (iii) the amount of any liabilities of the Member assumed by the Company, and (iv) the amount of any liabilities that are secured by any property contributed by the Member to the Company.

(c) If the Company at any time distributes any of its assets in kind to any Member, the Capital Accounts shall be adjusted to account for that Member's allocable share (as determined pursuant to Section 6.1) of the Profits or Losses that would have been realized by the Company had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

(d) In the event of a Transfer of all or a portion of a Member's Units in the Company in accordance with the terms of this Agreement, a transferee shall succeed to the Capital Account of the transferor in proportion to the percentage of the Member's Units transferred to that transferee.

(e) In the event of additional Capital Contributions to the Company, the book value of Company assets, as used for purposes of maintaining Capital Accounts pursuant to this Section 2.6, shall be simultaneously adjusted to equal their fair values as determined unanimously by the Members with such adjustment being allocated among the Members' Capital Accounts so that the respective Capital Account balances of each Member immediately after such contribution are in proportion to the number of Units held by each Member.

(f) The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations Section 1.704-1(b) and shall be interpreted and applied in a manner consistent with those Regulations.

3. Units and Membership

3.1 Authorized Units

The Company is authorized to issue a total of one hundred thousand (100,000) Units, ten thousand (10,000) of which are issued and outstanding as of the Effective Date.

3.2 Voting Rights

(a) A Member shall be entitled to one (1) vote per Unit that the Member holds.

(b) Wherever a decision of the Members is required under this Agreement, it shall be taken by majority vote unless a Super-Majority Vote or unanimous vote is required.

4. Management

4.1 Management by Board of Managers

The business and affairs of the Company shall be managed by a Board of Managers as appointed pursuant to the terms of this Section 4.

4.2 Board of Managers

(a) The Board of Managers shall consist of three (3) Managers, each of whom shall be appointed by a Super-Majority Vote of the Members. Riley, Mike, and Kyle shall serve on the Board of Managers upon the Effective Date.

(b) At all meetings of the Board of Managers, each Manager shall have one (1) vote per action requiring a vote.

(c) A quorum of Managers for a valid meeting of the Board of Managers shall be three (3) Managers.

(d) Save for those actions referred to in section 4.3 that require the unanimous approval of the Board of Managers, all resolutions of the Board of Managers shall be taken by majority vote.

(e) The overall management and control of the Company shall vest in the Board of Managers.

(f) A written resolution of all Managers shall be as valid and effective as a resolution duly passed at a meeting of the Board of Managers.

4.3 Significant Transactions.

The following matters may only be undertaken with a unanimous vote of the Board of Managers:

(a) the sale, lease, Transfer, mortgage, pledge or other disposition of all or substantially all of the assets of the Company;

(b) the consolidation, merger or amalgamation of the Company with any other company, association, partnership, or legal entity resulting in the Members ceasing to own a controlling position in the entity surviving such consolidation, merger or amalgamation;

(c) any single capital expenditure of the Company in excess of Ten Thousand Dollars (\$10,000);

- (d) any new borrowing by the Company;
- (e) any payment of distributions to the Members in excess of the payment of distributions to cover taxes payable by the Members on their share of profits of the Company and amounts required to be set aside from reserves;
- (f) payment of salaries and benefits to Managers of the Company who are also Members;
- (g) any loans by the Company to any Members;
- (h) any transaction out of the ordinary course of the Company's business operations;
- (i) the Company entering into, modifying or terminating any contract or series of contracts involving any expenditure in excess of Fifty Thousand Dollars (\$50,000) in any financial year of the Company;
- (j) the making of any Member loans to the Company;
- (k) any additional capital contributions by any Members;
- (l) encumbering the Company's assets as security for any of the Company's liabilities;
- (m) filing for bankruptcy protection;
- (n) admitting new members;
- (o) instituting litigation proceedings; and
- (p) dissolving the Company.

4.4 Removal of Manager

(a) Each Manager on the Board of Managers shall continue to serve until they resign, are dismissed, or are unable to perform their duties due to a mental or physical infirmity. A Manager, who is also a Member, shall be deemed to have resigned if they cease to be a Member for any reason.

(b) The appointment of a Manager who is not a Member may be terminated at any time by Super-Majority Vote of the Members.

(c) The appointment of a Manager who is also a Member may be terminated by the other Members, voting unanimously, for Cause. The Member facing dismissal may not vote. For purposes of this Agreement, "Cause" shall mean: (i) gross incompetence in the management of the Company's business; (ii) any intentional misconduct which causes significant injury to the Company; (iii) conviction for commitment of a felony; (iv) any knowing violation of law which has a material adverse effect on the Company; (v) theft or embezzlement from the Company; or

(vi) a default of this Agreement. For purposes of the definition of “Cause”, no act, or failure to act, on the Manager’s part shall be considered “intentional” unless done, or omitted to be done, by the Manager in bad faith and without the reasonable belief that their action or omission was in the best interests of the Company. A Manager may not be terminated for Cause unless and until they have been given written notice signed by the remaining Members which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination for Cause pursuant to this section (the “Termination Notice”). The Manager’s position shall be deemed terminated on the 30th day following the date of the Termination Notice if they shall have failed to cure or correct the circumstances constituting Cause.

4.5 Vacancies

Should a Manager’s position become vacant for any reason, the Members shall, by Super-Majority Vote, appoint a new Manager to fill the vacancy.

4.6 Rights of Members

Except as otherwise set forth in this Agreement or authorized by the Board of Managers, no Member (other than in their capacity as a Manager) shall have any right or power to take part in the management or control of the Company or its business affairs or to act for or bind the Company in any way.

4.7 Reimbursement of Expenses

The Managers shall be reimbursed by the Company for all reasonable costs and expenses incurred on behalf of the Company. Members shall be reimbursed for such reasonable costs and expenses as are approved by the Board of Managers.

4.8 Signature of Documents

The signature of any Manager under this Agreement shall be sufficient to bind the Company to any agreement or on any document or instrument. Any person dealing with the Company may rely upon a certificate signed by a Manager as to (a) the identity of any Member, (b) any fact relevant to the Company, and (c) the due authority of persons purporting to act on behalf of the Company.

4.9 Limitation on Liability; Indemnification.

(a) No Manager shall be liable, responsible or accountable in damages or otherwise to the Company or the Members for any act or omission by any such person performed in good faith pursuant to the authority granted to such person by this Agreement or in accordance with its provisions, and in a manner reasonably believed by such person to be within the scope of the authority granted to such person and in the best interest of the Company; provided that such act or omission did not constitute fraud, misconduct, bad faith or gross negligence. The Company shall indemnify and hold harmless any Manager against any liability, loss, damage, cost or expense incurred by any Manager on behalf of the Company or in furtherance of the Company’s interests without relieving any such person of liability for fraud, misconduct, bad faith or

negligence. No Member shall have any personal liability with respect to the satisfaction of any required indemnification of the above-mentioned persons.

(b) Any indemnification required to be made by the Company shall be made promptly following the fixing of the liability, loss, damage, cost or expense incurred or suffered by a final judgment of any court, settlement, contract or otherwise. In addition, the Company may advance funds to a person claiming indemnification under this Section 4.9 for legal expenses and other costs incurred as a result of a legal action brought against such person only if (i) the legal action relates to the performance of duties or services by the person on behalf of the Company, (ii) the legal action is initiated by a party other than a Member, and (iii) such person undertakes to repay the advanced funds to the Company if it is determined that such person is not entitled to indemnification pursuant to the terms of this Agreement.

5. Company's Subchapter S Election

Each Member has consented to the Company's making an election under Internal Revenue Code Section 1362(a)(1) to have the Company taxed under Subchapter S of the Internal Revenue Code. The Members shall cause the filing of the Company's S-election with the Internal Revenue Service in accordance with the requirements of Internal Revenue Code and applicable Treasury Regulations. All provisions of this Agreement shall be construed and enforced in such a manner as to ensure maximum compliance with Subchapter S.

6. Distribution and Allocation Provisions

6.1 Definition of Distribution

For purposes of this Agreement, a distribution of the cash or other assets of the Company to a Member shall mean a transfer of these assets by check or otherwise to the Member in the Member's capacity as a Member. Distributions shall not include the following:

- (a) payments specifically identified in this Agreement as compensation to Members for their services to or on behalf of the Company;
- (b) payments made in reimbursement of Members' expenses on behalf of the Company;
- (c) the value of any fringe benefits provided to Members in respect of their services to the Company;
- (d) any transfers of cash or other Company assets by the Company to the Members except transfers to them in their capacity as Members.

6.2 Definition of Interim Distribution

For purposes of this Agreement, an interim distribution shall mean any distribution except a liquidating distribution, and a liquidating distribution shall mean a distribution in connection with:

- (a) the Company's purchase of a Member's Units; or
- (b) the Company's liquidation.

6.3 Income Distribution

Any distribution by the Company to its Members of its income or other assets shall be made by the Company on a per-Unit per-day basis in accordance with Subchapter S and associated Treasury Regulations.

6.4 Timing and Amount of Interim Distributions

(a) Subject to Sections 6.3 and 6.4(b), and to the requirements of Subchapter S, the Company shall make interim distributions to the Members at the times and in the amounts determined by the Board of Managers.

(b) The Company shall make distributions of cash to the Members in such amounts and at such times to enable the Members to pay their federal, state and other taxes on their respective portions of Company income fully and on time.

6.5 Restrictions on Distributions in Kind

If this Agreement or applicable law requires the Company to make a distribution to any Member:

- (a) the Member may not compel the Company to make the distribution except in the form of cash; and
- (b) the Company may not compel a Member to accept the distribution except in the form of cash.

6.6 Members' Right to Reimbursement of Expenses

If a Member incurs a reasonable expense on behalf of the Company and reasonably documents this expense to the Company, the Company shall reimburse the Member for this expense as promptly as reasonably possible after receiving this documentation.

6.7 Allocations

For purposes of this Agreement, an allocation of Company income, gains, deductions, losses or other tax items of the Company to a Member shall mean an apportioning to the Member of that item (as computed under applicable provisions of the Internal Revenue Code and the Treasury Regulations) on the books of the Company for distribution to the Member in compliance with this Agreement. The Company shall allocate its income, losses and other tax items among its Members on a per-Unit per-day basis in accordance with Subchapter S and associated Treasury Regulations.

7. Indemnification

7.1 Indemnification

To the fullest extent allowable by law, the Company shall indemnify and hold harmless each Member of the Company from and against any and all losses, claims, demands, costs, damages, liabilities, expenses of any nature (including attorneys' fees and disbursements), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which a Member may be involved, or threatened to be involved, as a party or otherwise, arising out of or incidental to any business of the Company transacted or occurring while that Member was a Member regardless of whether the Member continues to be a Member of the Company at the time any such liability or expense is paid or incurred.

7.2 Nonexclusively of Rights

The indemnification provided by this Section 7 shall be in addition to any other rights to which those indemnified may be entitled under any agreement or vote of the Members, as a matter of law or equity, or otherwise, and shall continue as to a Member who has ceased to serve in that capacity, and shall inure to the benefit of the heirs, successors, assigns and administrators of the Member so indemnified.

8. Dissolution of Company

8.1 Events Causing Dissolution

The Company shall dissolve upon the approval of the Board of Managers by unanimous vote, to dissolve the Company.

Upon an event of dissociation of a Member as defined in RCW 25.15.131, the Company shall automatically continue without further approval or vote of the Members.

8.2 Liquidation

(a) Upon a dissolution of the Company, the Board of Managers, if so authorized by the Members, or a court appointed trustee shall take full account of the Company's assets and liabilities, and the Company's property shall be liquidated as promptly as is consistent with obtaining its fair value. The proceeds from the liquidation (the "Liquidation Proceeds"), to the extent they are sufficient, shall be applied and distributed in the following order and priority:

- (i) first, to the payment and discharge of all of the Company's debts and liabilities (other than those to the Members), including the establishment of any necessary reserves to handle unknown future claims;
- (ii) second, to repayment of any loans or liabilities then due to the Members;
- (iii) third, any remaining Liquidation Proceeds shall be distributed among the Members in accordance with their positive Capital Account balances.

(b) The Capital Account balances of each Member shall be appropriately adjusted, before any distributions are made pursuant to this Section 8.2, to reflect sales or other dispositions by the Company giving rise to Capital Account adjustments and to reflect the Capital Account adjustments provided elsewhere under this Agreement. Profits and Losses resulting from a liquidation, if any, shall be allocated among the Members as provided for in Section 6.1. If any assets of the Company are to be distributed in kind, those assets shall be distributed to the Members in the percentages of ownership that reflect the percentage shares of cash that would have been distributed to each pursuant to this Section 8.2 had the asset been sold at its fair market value.

(c) Each Member shall look solely to the assets of the Company for all distributions with respect to the Company, including the return of a Member's Capital Contributions and a Member's share of cash, and shall have no recourse therefor, upon dissolution or otherwise, against the Company or any other Member. No Member shall have any right to demand or receive property other than cash upon dissolution and termination of the Company.

8.3 Deficit Capital Accounts

Except as may otherwise be required by law or any other agreement to the contrary, notwithstanding anything to the contrary contained in this Agreement, to the extent that any Member has a deficit Capital Account balance upon dissolution of the Company, that deficit shall not be an asset of the Company and that Member shall not be obligated to contribute that amount to the Company to bring the balance of that Member's Capital Account to zero.

8.4 Waiver of Partition

No Member, either directly or indirectly, shall take any action to require partition of the Company or any of the property or assets of the Company or cause the sale of all or any portion of the property or assets of the Company. Notwithstanding any provision of applicable law to the contrary, each Member (and their successors and assigns) hereby irrevocably waives any and all right to maintain any action for partition or to compel any sale with respect to any Units, or with respect to any of the assets or property of the Company, except as expressly provided in this Agreement.

9. Transfers of Units

9.1 Transfer Limitations

(a) A Member may not assign, Transfer, mortgage, hypothecate, sell or otherwise dispose of all or any portion of their Units, or enter into any agreement as the result of which any other person shall acquire any interest in the Company, except in accordance with the provisions and procedures set forth in this Section 9. Any non-complying Transfer shall be void, and the Company will not recognize the transferee as holding any interest in any Unit. In addition, any Member or the Company may institute and maintain a proceeding to compel specific performance of the provisions of this Section 9, it being agreed that neither such Member nor the Company would otherwise have an adequate remedy at law.

(b) A Transfer or attempt to Transfer that is subject to the provisions of this Agreement shall be deemed to occur whenever any interest in any Units is Transferred or is attempted to be Transferred, voluntarily, involuntarily, or by operation of law, irrespective of whether any change in the record ownership of the Units occurs.

9.2 Exception

The transfer restrictions imposed in Section 9.1 shall not apply to a sale of any Units to which the Drag-Along rights of Section 9.10 apply.

9.3 Voluntary Sale or Transfer

(a) If any Member wishes to sell, assign, or otherwise Transfer any or all Units titled in their name to any person or entity, the Member concerned shall first send written notice to that effect (the "Sale Notice") to the Company and the non-selling Members.

(b) The non-selling Members shall have a right of first refusal to purchase all of the Units covered by the Sale Notice in proportion to their holdings of Units in the Company or in such other proportions as the non-selling Members may agree, at their fair value determined pursuant to Section 9.8 and otherwise on the terms and conditions described in Section 9.9. If the non-selling Members wish to exercise this purchase right, they must do so by giving written notice of acceptance to the selling Member, with a copy to the Company, within thirty (30) days of the date on which the purchase price of the Units is determined pursuant to Section 9.8.

(c) If the non-selling Members fail between them to timely purchase all the Units titled in the name of the selling Member, the Company shall have a right of first refusal to purchase all of the Units covered by the Sale Notice at their fair value determined pursuant to Section 9.8, and otherwise upon the terms and conditions described in Section 9.9. If the Company wishes to exercise this purchase right, it must do so by giving written notice of acceptance to the selling Member within sixty (60) days of the date on which the purchase price of the Units is determined pursuant to Section 9.8. The Members agree that the Company's decision in this regard shall be taken at a meeting of the Members at which the selling Member shall have no right to vote.

(d) If neither the non-selling Members between them nor the Company timely elect to purchase all the Units titled in the name of the selling Member, the selling Member may thereafter sell and Transfer the Units to a third person at a price not less than their fair value determined pursuant to Section 9.8, and on terms no more favorable than those that would have applied under Section 9.9. If the selling Member does not sell the Units titled in their name to a third person within ninety (90) days of becoming entitled to do so, the Units shall again become subject to the restrictions of this Agreement as if they had never been so offered. However, the selling Member may only sell the Units titled in their name to a third person who: (a) agrees in writing to become bound as a party to this Agreement in place of the selling Member, and (b) is reasonably acceptable to each non-selling Member.

9.4 Divorce

(a) Upon the division of the marital community of a Member, all Units held by the Member concerned's marital community shall be awarded to the Member, and not the Member's spouse.

(b) If, despite this Agreement, any court of competent jurisdiction awards any Units to a Member's spouse, first the divorcing Member, and failing such Member, the Company shall have the right to purchase the Units awarded to such spouse at their fair value determined pursuant to Section 9.8. If the divorcing Member wishes to exercise their purchase right, they must do so within 60 days of the date on which the purchase price is agreed or determined pursuant to Section 9.8. If the divorcing Member fails or declines to exercise their purchase right, the Company may exercise its purchase right within ninety (90) days of the date on which the purchase price is agreed or determined pursuant to Section 9.8.

(c) The closing of the purchase of any Units from a Member's spouse or the Company pursuant to this Section 9.4 shall be closed at a time and place reasonably acceptable to the participating parties, but in any event within 30 days of the date on which the divorcing Member or the Company exercise their right to purchase such Units.

(d) Payment for any Units purchased by a divorcing Member pursuant to this Section 9.3 may be paid, in the sole discretion of such Member, either by: (i) such Member transferring to their spouse any community assets awarded to such Member having an equal value to the Units being purchased; or (ii) in the manner described in Section 9.9.

9.5 Effect of Bankruptcy, Death, or Adjudication of Incompetency of a Member.

(a) Upon the bankruptcy, death, or adjudication of incompetency of a Member, that Member shall immediately cease to be a Member, and the Units of that Member may be sold or transferred only in accordance with the provisions and the procedures of this Section 9.5. If the Units are not sold or transferred in accordance with the provisions and procedures of this Section 9.5, the Units of the Member shall be treated as the Units of an Economic Interest Owner and shall not afford the Economic Interest Owner any right to participate in the management or affairs of the Company, nor to appoint a Manager pursuant to Section 3.

(b) Upon the bankruptcy, death, or adjudication of incompetency of a Member, first the remaining Members and then the Company, by analogy with the procedures described in Section 9.3, shall have a right to acquire the Units of such Member. If the remaining Members wish between them to exercise their purchase right, they must do so within 90 days following the date on which the purchase price is agreed or determined pursuant to Section 9.8 by giving written notice to such Member or their personal representative. If the remaining Members fail to exercise their right, the Company may do so within 30 days after the remaining Member's right to purchase has terminated.

(c) The closing of the purchase of a Member's Units by the remaining Members or the Company pursuant to this Section 9.5 shall be closed at a time and place reasonably acceptable to the participating parties, but in any event within 30 days of the date on which the remaining Members or the Company exercise their right to purchase such Member's Units.

(d) The purchase price for the Units shall be their fair value determined in accordance with Section 9.8.

(e) Save where the Company has purchased insurance to provide liquidity to purchase a Member's Units as described in Section 9.7, and unless the participating parties agree otherwise, the purchase price shall be paid as described in Section 9.9.

(f) Where the Company has purchased insurance to provide liquidity to purchase a Member's Units as described in Section 9.7, the Company shall apply the proceeds of such policy toward settlement of the purchase price of a deceased Member's Units on closing the purchase of such Units. Should any balance remain owing by the Company after it has applied the proceeds of such policy toward settlement of the purchase price of a deceased Member's Units, the Company shall pay such balance either: (i) in cash on closing, where such balance is five thousand dollars (\$5,000) or less; or (ii) where such balance is more than five thousand dollars (\$5,000), in four (4) equal quarterly installments, plus interest at the rate charged to the Company by its principal bankers adjusted at the beginning of each payment period, pursuant to a promissory note to be delivered on closing, with the first installment due on closing, coupled with the right to accelerate payment at any time. The balance due under the promissory note shall become due and payable should the Company sell or otherwise dispose of its business during the term of the promissory note.

9.6 Default

(a) Failure to observe, perform or carry out any of their obligations under this Agreement, including, but not limited to their obligations as a Manager of the Company, shall be considered a default. If the defaulting Member fails to cure such default within thirty (30) days after any other Member or the Company has requested them in writing to cure such default, the defaulting Member shall immediately cease to be a Member, and the Units of that Member may be sold or transferred only in accordance with the provisions and the procedures of this Section 9. The Units of the Member concerned shall be treated as the Units of an Economic Interest Owner and shall not afford the Economic Interest Owner any right to participate in the management or affairs of the Company. The other Members may, in addition:

(i) pursue any appropriate remedy available to them in law or equity, either in their own names or in the name of the Company, and to recover from the defaulting Member all costs, including reasonable attorney fees, in doing so. The Members hereby agree that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy available to them in the event of default;

(ii) purchase, or cause the Company to purchase, the Units of the defaulting Member as described in Section 9.3; or

(iii) waive the default, provided however, that any waiver of a particular default shall not operate as a waiver of any subsequent or continuing default.

(b) Once a Member becomes an Economic Interest Owner due to default as described in Section 9.6(a), first the remaining Members and then the Company, by analogy with the

procedures described in Section 9.3, shall have a right to acquire the Units of such Member. If the remaining Members wish to exercise their purchase right, they must do so within 30 days following the date on which the purchase price is determined pursuant to Section 9.8. If the remaining Members do not exercise their right, the Company may do so within 30 days after the remaining Members's right to purchase has terminated.

(c) The closing of the purchase of a Member's Units by the remaining Members or the Company pursuant to this Section 9.6 shall be closed at a time and place reasonably acceptable to the participating parties, but in any event within 30 days of the date on which the remaining Members or the Company exercise the right to purchase such Member's Units.

(d) The purchase price for the Units shall be their fair value determined pursuant to Section 9.8.

(e) Unless the participating parties agree otherwise, the purchase price shall be paid as described in Section 9.9.

9.7 Funding

In order to provide funds for the Company to purchase Units from the estate of a deceased Member, the Company shall be entitled to purchase and maintain insurance on the life of all, but not less than all the Members, naming the Company as beneficiary. Should the Company elect to purchase such insurance, the Company shall use all reasonable efforts to set the death benefit payable to approximate the fair value of the Units of the Company held by each insured Member from time to time. The Company shall be the owner of the policies, but the Company shall not exercise any of the rights, privileges, and benefits accruing under the policies, or assign, encumber, borrow against, dispose of or otherwise deal with the policies.

9.8 Purchase Price Calculation

(a) The purchase price for any Units to be purchased pursuant to this Agreement shall be their fair value, which the parties shall try to immediately agree upon. If the parties cannot reach agreement within ten (10) days then the purchase price for any Units shall be the fair value as determined by the Company's CPA firm, whose determination shall be final and binding on the Members. The Board of Managers shall instruct the CPA firm to determine fair value as soon as possible after a sale notice is issued. The Board of Managers shall also instruct the CPA not to apply any valuation adjustments otherwise possibly applicable to the Units, such as minority interest, lack of marketability and lack of control.

9.9 Payment of Purchase Price, and Other Terms

(a) Unless specifically stated to the contrary elsewhere in this Agreement, the purchase price for any Units purchased by any Member or the Company under this Agreement shall be paid as follows:

(i) where the purchase price (or proportionate share where there is more than one purchaser) is \$10,000 or less, it shall be paid in cash on closing;

(ii) where the purchase price (or proportionate share where there is more than one purchaser) is between \$10,000 and \$50,000, it shall be paid by means of a 10% cash down-payment on closing with the balance to be paid pursuant to a promissory note to be delivered on closing providing for payments of principal amortized over 24 months plus interest at the prime rate quoted in the financial section of the Wall Street Journal adjusted at the beginning of each quarter;

(iii) where the purchase price (or proportionate share where there is more than one purchaser) is between \$50,000 and \$100,000, it shall be paid by means of a 10% cash down-payment on closing with the balance to be paid pursuant to a promissory note in customary form to be delivered on closing providing for payments of principal amortized over 36 months plus interest at the prime rate quoted in the financial section of the Wall Street Journal adjusted at the beginning of each quarter; or

(iv) where the purchase price (or proportionate share where there is more than one purchaser) is between \$100,000 and \$200,000, it shall be paid by means of a 10% cash down-payment on closing with the balance to be paid pursuant to a promissory note in customary form to be delivered on closing providing for payments of principal amortized over 48 months plus interest at the prime rate quoted in the financial section of the Wall Street Journal adjusted at the beginning of each quarter.

(v) where the purchase price (or proportionate share where there is more than one purchaser) is more than \$200,000, it shall be paid by means of a 10% cash down-payment on closing with the balance to be paid pursuant to a promissory note in customary form to be delivered on closing providing for payments of principal amortized over 60 months plus interest at the prime rate quoted in the financial section of the Wall Street Journal adjusted at the beginning of each quarter.

(b) The promissory note referred to in Section 9.9(a) shall be in customary form and shall provide for payment of each installment of principal and interest monthly in advance with effect from the first day of the month following the month in which closing takes place. The promissory note would entitle the maker to prepay the note free of any penalty. The holder of the promissory note would be entitled to accelerate payment upon a default. The holder of the promissory note would also be entitled to accelerate payment if the Company, where it is the purchaser, sells or otherwise disposes of all or the greater part of its assets or business before it has paid the balance due under the note, or a Member, where they are the purchaser, sells or otherwise disposes of all or any part of their Units before they have paid the balance due under the note.

(c) Unless this Agreement specifies a different closing time, the purchase of any Units by any Member or the Company pursuant to this Agreement shall be closed no later than 30 days after such Member or the Company has exercised a purchase right. Closing shall take place by means of payment of the down payment and delivery of a signed promissory note to the seller, in the event of the purchase price being paid over an extended period, or payment of the purchase price in cash, as the case may be, against delivery by the seller of the unit certificate(s) representing the Units purchased and an assignment separate from certificate transferring good and marketable title to the Units, free and clear of all liens, together with such other

documentation, resignations, releases and the like as may reasonably be required to close the purchase of the Member's Units.

(d) If a selling Member has, prior to closing the sale of Units, agreed to guarantee the Company's payment of any amount or performance of any obligations, the purchasing Members or the Company, as the case may be, shall use all reasonable efforts – not involving the payment of money – to obtain the selling Member's release from such guarantee, and failing such release, shall indemnify the selling Member against any claims that may be asserted against the selling Member after closing the purchase of the selling Member's Units.

(e) If all of a Member's Units are purchased by the remaining Members or the Company pursuant to the terms of this Agreement, in addition to the purchase price to be paid for the selling Member's Units, the remaining Members or the Company, as the case may be, shall also purchase from the selling Member or, as the case may be, repay or cause to be repaid the amount of any loan then owing by the Company to the selling Member, in either case at its fair value and on the same terms and conditions applicable to the purchase of the Member's Units.

(f) As security for a Member's payment of the purchase price for any Units purchased pursuant to this Agreement, each Member agrees to pledge the Units purchased by them to the selling Member. This pledge shall be carried out by means of such Member delivering a new stock certificate issued in their name representing the Units purchased to a neutral pledge holder with an instruction to hold the pledged Units until such Member has paid the purchase price for the Units, plus interest. During the pledge, and provided such Member is not in default in their payment of the purchase price, plus interest, such Member shall be entitled to exercise all rights as owner of the Units, including the right to receive distributions and to vote.

9.10 Drag-Along Right

Notwithstanding anything to the contrary in Section 9.3, if a third party offers to purchase all of the Units in the Company on identical pro rata terms, and provided that Members holding between them not less than 75% of the Units of the Company accept such offer in respect of their Units, then the remaining Members in the Company shall be obliged to and shall be deemed to have accepted the offer of the third party in respect of all their Units in the Company.

9.11 Assignee

Any assignee of Company Units shall be considered an Economic Interest Owner, shall have no right to participate in the management or affairs of the Company, and no right to appoint a Manager pursuant to Section 4, unless the assignee: (a) signs and accepts the terms and conditions of this Agreement, including any amendments; and (b) is unanimously accepted as a Member by the remaining Members. However, a transferee who is already a Member immediately prior to a Transfer shall be deemed admitted as a Member with respect to the transferred Units effective as from the time of Transfer.

10. Tax Matters

The Company's CPA shall prepare all tax returns of the Company. The Board of Managers shall provide a copy of all filed tax returns of the Company to each of the Members. In addition, upon reasonable written notice provided to the Company by a Member (and as otherwise required by law), the Company shall furnish such Members, on a timely basis with all information relating to the Company required to be reported in any U.S. federal, state and local tax returns of such Members, including a report indicating such Member's allocable share for U.S. federal income tax purposes of the Company's income, gain, credits, losses, and deductions. Within ninety (90) calendar days after the end of the Company's fiscal year, which time may be extended by the Board of Managers in its reasonable discretion, the Board of Managers shall send to each Member a copy of Schedule K-1, to IRS Form 1065 (or any successor form). The Members shall report their tax items with respect to, and arising from, their Units in a manner that is consistent with the Company's tax returns.

11. Amendment

This Agreement may be amended, restated or modified from time to time only by unanimous approval of the Members. No Member shall have any vested rights in this Agreement that may not be modified through an amendment to this Agreement.

12. Miscellaneous

12.1 Application of Washington Law

This Agreement (and its application and interpretation) shall be governed exclusively by its terms and by the laws of the State of Washington, and specifically by the Act. Any proceeding arising out of or relating to this Agreement may be brought in the courts of the State of Washington, County of Whatcom, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding, waives any objection it may have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such courts and agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.

12.2 Construction

Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

12.3 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

12.4 Headings

The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

12.5 Heirs, Successors and Assigns

Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefit of the parties and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

12.6 Notices

Any notice, demand, or communication required or permitted under this Agreement shall be deemed to have been duly given if delivered personally to the party to whom directed, mailed by registered or certified mail, postage and charges prepaid, or sent via reputable courier service, addressed to the address most recently provided by the recipient to the sender in writing. Except as otherwise provided in this Agreement, any such notice shall be deemed to be received when personally delivered or, if mailed or sent by courier, three (3) business days after the date of mailing or sending.

12.7 Severability

If any provision of this Agreement or the application of that provision to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.8 Waivers

The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.9 Attorney's Fees

In the event suit or arbitration is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party or parties such sum as the court or arbitrator may determine reasonable as attorneys' fees, in addition to all other sums provided by law.

12.10 Counterparts

The parties may sign this Agreement in counterparts.

12.11 Legal Representation

The parties hereby expressly confirm that the law firm Wolf Lee Hurst & Slattery, PLLP has prepared this agreement as Riley's representative only. Mike and Kyle hereby acknowledge that they have been advised to seek independent counsel to review this agreement on their behalf and have either done so or chosen not to.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

MEMBERS:

NETTLES FARM, INC.

Riley Starks

Riley Starks, *duly authorized*

Kyle Kinley 2/25/26

Kyle Kinley

Mike Spranger 2/25/26

Mike Spranger

BOUNTY OF THE SALISH SEA LLC

Riley Starks

By: Riley Starks, *duly authorized*

on behalf of Nettles Farm, Inc., its member

EXHIBIT A

Defined Terms

“Act” means the Washington Limited Liability Company Act.

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

“Capital Account” means, with respect to each Member, the account maintained for such Member determined as provided in Section 2.5 of this Agreement.

“Capital Contribution” means, with respect to each Member, the amount of money and the initial fair market value of any property other than money contributed to the Company by such Member.

“Certificate” has the meaning set forth in Section 1.2 of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, from time to time, or any corresponding provision or provisions of any succeeding law and any reference to a Section of the Code shall be deemed to include a reference to any successor provision thereto.

“Company” means BOUNTY OF THE SALISH SEA LLC, a Washington limited liability company.

“Economic Interest” means a Unit holder’s share of Profits, Losses and other tax items of the Company and distributions of the Company’s assets pursuant to this Agreement and the Act, but shall not include any right to participate in the management or affairs of the Company, including the right to appoint a Manager, or the right to vote on, consent to or otherwise participate in any decision of the Members.

“Economic Interest Owner” means the owner of an Economic Interest who is not a Member.

“Manager” means the Manager referred to in Section 4 of this Agreement.

“Member” means the holder of a Unit other than an Economic Interest Owner.

“Net Cash Flow” means, for each fiscal year or other period, the gross cash proceeds received by the Company for such year or period less cash expenditures of the Company for such year or period and less reserves for future Company expenditures as unanimously determined by the Members.

“Profits” and **“Losses”** means, for each fiscal year (or other period), an amount equal to the Company’s taxable income or loss for such fiscal year (or other period). For purposes of this Agreement and the maintenance of Capital Accounts, Profits and Losses shall be computed by taking into account the fair market value of the Company assets.

“Regulations” means the Treasury Regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

“Super-Majority Vote” means a vote by Members between them holding not less than 75% of all the votes entitled to be cast by a given voting group.

“Transfer” means any sale, pledge, encumbrance, gift, bequest or other transfer of any of the Units. “Transfer” includes any Transfer made on account of a court order or otherwise by operation of law, including any Transfer incident to any divorce, dissolution or marital property settlement, or dissolution of an entity, or any Transfer pursuant to applicable community property, quasi-community property or similar state law. “Transfer” also includes all involuntary transfers, such as a transfer pursuant to a foreclosure sale, sale on execution on a judgment or a Transfer resulting from the realization on an encumbrance.

“Units” means the basic share of limited liability company interest entitling the holder who is a Member to all rights and benefits of a Member under this Agreement.

EXHIBIT B

PERCENTAGE INTERESTS OF MEMBERS AND CAPITAL CONTRIBUTIONS

<u>Member</u>	<u>Units</u>	<u>Percentage Interest</u>	<u>Capital Contribution</u>
Nettles:	4000	40%	\$25,000
Mike:	4000	40%	<i>\$40,000</i>
Kyle:	2000	20%	<i>\$20,000</i>
<hr/>			
TOTAL	10,000	100%	