

OPERATING AGREEMENT OF THE GREENHOUSE PROJECT LLC A COLORADO LIMITED LIABILITY COMPANY

Posner Center for International Development, a Colorado nonprofit corporation (“Posner Center”), the sole member of The Greenhouse Project LLC (the “Company”), a limited liability company organized pursuant to the Act, hereby declares the following writing and any amendments thereto to be the “Operating Agreement” of the Company within the meaning of the Act:

ARTICLE I. DEFINITIONS

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

1.1 **“Act”** – The Colorado Limited Liability Company Act at Colorado Revised Statutes §§ 7-80-101, *et seq.*, as amended.

1.2 **“Additional Member”** – A Member other than the Initial Member who has acquired a Membership Interest from the Company.

1.3 **“Admission (Admit)”** – The act by which the transferee of a Membership Interest or an Additional Member becomes a Member of the Company.

1.4 **“Articles”** – The Articles of Organization as filed with the Secretary of State of Colorado pursuant to the Act and as may be amended from time to time.

1.5 **“Capital Contribution”** – The cash, cash equivalents or the agreed fair market value of Property which a Member contributes to the Company, net of any liabilities secured by such contributed property which the Company is considered to have assumed or taken subject to.

1.6 **“Company”** – The Greenhouse Project LLC, a limited liability company formed under the Act, and any successor limited liability company.

1.7 **“Distribution”** – A transfer of Property to a Member on account of a Membership Interest.

1.8 **“Disposition (Dispose)”** – Any Transfer or any mortgage, pledge, grant, hypothecation, or other transfer as security or encumbrance.

1.9 **“Exempt Purposes”** – The purposes for which Posner Center is organized and upon which its tax-exempt status is based.

1.10 **“Exempt Status”** – The status of Posner Center as an exempt organization as an organization described in Section 501(c)(3) of the Internal Revenue Code.

1.11 **“Manager”** – One or more managers. References to the Manager in the singular or as him, her, it, itself, or other like references shall, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be.

1.12 **“Member”** – The party who executes a counterpart of this Operating Agreement as a Member and each of the parties who may hereafter become Members.

1.13 **“Membership Interest”** – A Member’s entire interest in the Company including such Member’s Economic Interest and such other rights and privileges that the Member may enjoy by being a Member.

1.14 **“Operating Agreement”** – This Operating Agreement as originally executed and as amended from time to time.

1.15 **“Person”** – Any individual or any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association, or any foreign trust or foreign business organization, and the heirs, executors, administrators, legal representatives, successors, and assignees of such “Person” where the context so permits.

1.16 **“Proceeding”** – Any judicial or administrative trial, hearing, or other activity, civil, criminal, or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member, or other Person subject to the jurisdiction of such court, arbitrator, or governmental agency.

1.17 **“Property”** – Any property real or personal, tangible or intangible (including goodwill), including money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.18 **“Secretary of State”** – The Secretary of State of Colorado.

1.19 **“Transfer”** – Any sale, assignment, conveyance, exchange, or other absolute transfer (including dispositions by operation of law) but not including any mortgage, pledge, grant, hypothecation, or other transfer as security or encumbrance except with respect to an absolute transfer in payment or by way of foreclosure of the obligation secured by such mortgage, pledge, grant, hypothecation, or other security or encumbrance.

1.20 **“Taxing Jurisdiction”** – Any state, local, or foreign government that collects tax, interest, or penalties, however designated, on any Member’s share of the income or gain attributable to the Company.

ARTICLE II. FORMATION

2.1 **Organization** – On April 24, 2012, Andrew Romanoff as organizer organized a Colorado limited liability company by causing the Articles to be delivered to the Secretary of State in accordance with and pursuant to the Act. The Company and the Member hereby forever discharge the organizer, and the organizer shall be indemnified by the Company and the Member from and against, any expense or liability actually incurred by the organizer by reason of having been the organizer of the Company.

2.2 **Operating Agreement, Effect of Inconsistencies with Act** – It is the express intention of the Member that this Operating Agreement shall be the sole governing document for the Company and, except to the extent a provision of this Operating Agreement is expressly prohibited or ineffective

under a nonwaivable provision of the Act, this Operating Agreement shall govern even when inconsistent with, or different than, the provisions of the Act or any other law or rule. To the extent any provision of this Operating Agreement is prohibited or ineffective under a nonwaivable provision of the Act, this Operating Agreement shall be considered amended to the least degree possible in order to make this Operating Agreement effective under the Act. If the Act is subsequently amended or interpreted in such a way to make any provision of this Operating Agreement that was formerly invalid valid, such provision shall be considered to be valid from the effective date of such interpretation or amendment. The Member and the Manager shall be entitled to rely on the provisions of this Operating Agreement, and the Member and the Manager shall not be liable to the Company for any action or refusal to act taken in good faith reliance on the terms of this Operating Agreement.

2.3 Name – The name of the Company is The Greenhouse Project LLC, and all business of the Company shall be conducted from and after the date of such name-change under that name or under any other name determined by the Member, but in any case, only to the extent permitted by applicable law.

2.4 Existence – The Company shall have perpetual existence and shall continue until dissolved in accordance with this Operating Agreement.

2.5 Registered Agent and Office – The registered agent for the service of process and the registered office shall be that Person and location reflected in the Articles as filed in the office of the Secretary of State. The Manager, may, from time to time, change the registered agent or office through appropriate filings and appropriate payment of fees to the Secretary of State. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement registered agent or file a notice of change of address as the case may be. If the Manager shall fail to designate a replacement registered agent or change of address of the registered office, any Member may designate a replacement registered agent or file a notice of change of address.

2.6 Principal Office – The Principal Office of the Company shall be located at 1031 33rd Street, Suite 140, Denver, CO 80205.

ARTICLE III. NATURE OF BUSINESS

The nature of the business of the Company shall be to lease and operate real estate consistent with Exempt Purposes. The Company shall have the power to take any action and conduct any business but only to the extent such action or business is consistent with the Exempt Purposes, and does not cause Posner Center to lose its exempt status.

ARTICLE IV. ACCOUNTING AND RECORDS

4.1 Records to be Maintained – The Manager shall maintain the records required by the Act to be maintained at the Principal Office.

4.2 Method of Accounting – The records of the Company shall be maintained on the method of accounting determined from time to time by the Manager.

ARTICLE V. NAME AND ADDRESS OF THE MEMBER

The name and address of the Member is: Posner Center for International Development, 1031 33rd Street, Suite 140, Denver, CO 80205.

ARTICLE VI. RIGHTS AND DUTIES OF THE MEMBER

6.1 Consent of the Member – At any time that the Company only has one Member, the affirmative consent (regardless of whether written, oral, or by course of conduct) of the Member shall constitute “written consent of all members” for purposes of the Act, except to the extent that a nonwaivable provision of the Act requires that such consent be in writing, in which case the written consent of the Member shall constitute the written consent of all the Members.

6.2 Liability of Member and Manager – Neither the Member nor the Manager shall be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Operating Agreement or the Act shall not be grounds for imposing personal liability on the Member or Manager for liabilities of the Company.

6.3 Indemnification – The Company shall indemnify the Member and the Manager for any and all costs, losses, liabilities, and damages paid or accrued by the Member or Manager in connection with the business of the Company, to the fullest extent provided or allowed by the laws of the State of Colorado. In addition, the Company may indemnify any other employee or other agent of the Company. The Company may, as determined by the Member, advance costs of defense of any Proceeding to the Member, Manager, or any other agent.

6.4 Conflicts of Interest

The Member and Manager shall be entitled to enter into transactions on their own behalf that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Member and the Manager may enter into transactions that are similar to the transactions into which the Company may enter.

A Member or Manager does not violate a duty or obligation owed to the Company merely because the Member’s conduct furthers the Member’s or Manager’s own interest. A Member may lend money to; borrow money from; act as a surety, guarantor, or endorser for; guarantee or assume one or more obligations of; provide collateral for; and transact other business with the Company, and has the same rights and obligations with respect to any such matter as those of a Person who is not a Member, subject to other applicable law. No transaction with the Company shall be voidable solely because the Member or the Manager has a direct or indirect interest in the transaction if the transaction is fair to the Company.

ARTICLE VII. MANAGER

The Member may, but need not, appoint a Manager or such Managers as the Member determines. The Manager shall have the authority to transact business on behalf of the Company to the extent provided herein granted by the Member. At any time the Member has not appointed a Manager, the Member shall act as Manager. The Member may, from time to time, remove or replace the Manager with or without cause.

Notwithstanding any other provision of this Agreement, the Manager shall not have the power of authority to take any action that is not consistent with the Exempt Purposes or might cause Posner Center to lose its exempt status.

ARTICLE VIII. MANAGEMENT AND AUTHORITY

8.1 Management – Except with respect to the amendment of this Operating Agreement, the Admission of Members, the determination of whether to dissolve the Company, and any matter with respect to which the Member has communicated to the Manager the Member's intention to exercise management rights, all decisions concerning the business affairs of the Company shall be made by the Manager.

8.2 Authority of Manager to Bind the Company – Only the Manager, and to the extent authorized by the Manager any other agent of the Company, shall have the authority to bind the Company. These Persons have the power, on behalf of the Company, to do all things necessary or convenient to carry out the business and affairs of the Company, including without limitation:

8.2.1 The institution, prosecution, and defense of any Proceeding in the Company's name;

8.2.2 The purchase, receipt, lease, acquisition, ownership, holding, improvement, and use of, and other dealing with, Property, wherever located;

8.2.3 The Disposition of Property;

8.2.4 The entering into of contracts and guaranties; incurring of liabilities; borrowing of money; issuance of notes, bonds, and other obligations; and securing of any of the Company's obligations by mortgage or pledge of any of the Company's Property or income;

8.2.5 The lending of money; investment and reinvestment of the Company's funds; and receipt and holding of Property as security for repayment, including, without limitation, the loaning of money to, and otherwise helping the Member, Manager, employees, and agents;

8.2.6 The conduct of the Company's business, the establishment of Company offices, and the exercise of the powers of the Company anywhere in the world;

8.2.7 The appointment of employees and agents of the Company, the defining of their duties, and the establishment of their compensation;

8.2.8 The payment of pensions and establishment of pension plans, pension trusts, profit sharing plans, and benefit and incentive plans for all or any of the current or former Managers, employees, and agents of the Company;

8.2.9 The making of donations to the public welfare or for religious, charitable, scientific, literary, or educational purposes;

8.2.10 The payment or donation, or any other act, that furthers the business and affairs of the Company;

8.2.11 The payment of compensation, or additional compensation, to the Manager and employees on account of services previously rendered to the Company, whether or not an agreement to pay such compensation was made before such services were rendered;

8.2.12 The purchase of insurance for the life of the Member, Manager, or employees for the benefit of the Company;

8.2.13 The participation in limited liability companies, partnerships, joint ventures, or other associations of any kind with any Person; and

8.2.14 The indemnification of the Member, Manager, or any other Person.

8.3 Compensation of Manager – The Manager shall be reimbursed for all reasonable expenses incurred in managing the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the Manager.

8.4 The Manager's Duty of Care – The Manager's duty of care in the discharge of the Manager's duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging its duties, the Manager shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports, or statements made by any of its agents, or by any other Person, as to matters the Manager reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports, or statements as to the value and amount of the assets, liabilities, profits, or losses of the Company or any other facts pertinent to the existence and amount of assets from which Distributions to the Member might properly be paid.

ARTICLE IX. CONTRIBUTIONS

9.1 Initial Capital Contribution – The Member has made an initial Capital Contribution of \$100.

9.2 Additional Capital Contributions – In addition to the Initial Capital Contribution, the Member may, but shall not be obligated to, make additional Capital Contributions.

ARTICLE X. DISTRIBUTIONS

Except to the extent prohibited by the Act, the Company may make Distributions as determined by the Manager from time to time.

ARTICLE XI. TAXES

11.1 Elections – The Manager may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time or the tax laws of any Taxing Jurisdiction.

11.2 Taxes of Taxing Jurisdiction – To the extent that the laws of any Taxing Jurisdiction require, the Member shall submit an agreement indicating that the Member shall make timely income tax payments to the Taxing Jurisdiction and that the Member shall accept personal jurisdiction of the Taxing Jurisdiction with regard to the collection of income taxes attributable to the Member's

income, interest and penalties assessed on such income. If the Member fails to provide such agreement, the Company may withhold and pay over to such Taxing Jurisdiction the amount of tax, interest, and penalty determined under the laws of the Taxing Jurisdiction with respect to such income. Any such payments with respect to the income of a Member shall be treated as a Distribution for purposes of Article X.

ARTICLE XII. DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

12.1 Disposition – The Member’s Membership Interest is transferable either voluntarily or by operation of law. The Member may Dispose of all or a portion of the Member’s Membership Interest. In the event of the Transfer of less than all of the Member’s Membership Interest, the transferee shall be Admitted on such terms and conditions as the Member and the Additional Member shall agree upon. In the event of the Transfer of the Member’s entire Membership Interest, the transferee shall succeed to all the Member’s rights under this Operating Agreement. The transferee shall be Admitted upon the completion of the Transfer without further action.

12.2 Admission of Additional Members – The Company may, to the extent and on the terms determined by the Member, Admit Additional Members and determine the Capital Contributions, rights, and duties of such Additional Member.

ARTICLE XIII. DISSOLUTION AND WINDING UP

13.1 Dissolution – The Company shall be dissolved and its affairs wound up at the time determined by the Member. The death, bankruptcy, dissolution, or incompetence of the Member shall not result in the dissolution of the Company.

13.2 Effect of Dissolution – Upon dissolution, the Company shall cease carrying on, as distinguished from the winding up of, the business and affairs of the Company, but the Company is not terminated, but continues until the winding up of the affairs of the Company is completed and the certificate of cancellation has been filed with the Secretary of State.

13.3 Distribution of Assets on Dissolution – Upon the winding up of the Company, the Company Property shall be distributed:

To creditors, including the Member if it is a creditor, to the extent permitted by law, in satisfaction of the Company’s liabilities (whether by payment or the making of reasonable provision for payment thereof);

To the Member in cash or Property, or partly in both, as determined by the Manager.

13.4 Winding Up and Certificate of Cancellation – The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property and assets of the Company have been distributed to the Member. Upon the completion of winding up of the Company, a certificate of cancellation shall be delivered to the Secretary of State for filing. The certificate of cancellation shall set forth the information required by the Act.

ARTICLE XIV. AMENDMENT

This Operating Agreement may be amended or modified from time to time only by a written instrument adopted and executed by the Member.

ARTICLE XV. MISCELLANEOUS PROVISIONS

15.1 Entire Agreement – This Operating Agreement represents the entire operating agreement governing the relationship between the Member and the Company.

15.2 Rights of Creditors and Third Parties Under Agreement – This Operating Agreement is adopted by the Member for the exclusive benefit of the Company, its Member, and their successors and assignees. This Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Operating Agreement or any agreement between the Company and the Member with respect to any Capital Contribution or otherwise.

IN WITNESS WHEREOF, I have hereunto set my hand on the date set forth below.

The Member:

Posner Center for International Development,
a Colorado nonprofit corporation

By: _____

Title: _____

Date: _____