

OFFERING MEMORANDUM

PART II OF OFFERING STATEMENT (EXHIBIT A TO FORM C)

Vini Vidi Vici LLC

**6232 W. Villa Park St.
Boise, ID 83703**

<https://www.plantedpeople.com/>



400 units of Membership Units

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment.

In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document.

The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature.

These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

THE OFFERING

Maximum 4,280 shares of Membership Units (\$107,000)

**Maximum subject to adjustment for bonus shares. See 10% Bonus below*

Minimum 400 shares of Membership Units (\$10,000)

Company	Vini Vidi Vici LLC dba Plantedpeople.com
Corporate Address	6232 W. Villa Park St. Boise ID, 83703
Description of Business	We connect and find work for the service industry.
Type of Security Offered	Membership Units
Purchase Price of Security Offered	\$25.00
Minimum Investment Amount (per investor)	\$100.00

Perks

\$100-If you invest \$100, you will receive: Beer Key w/Logo

\$200 — If you invest \$200, you will receive: Planted People Double hinged wine key with Logo

\$350-If you invest \$350, you will receive: A Stainless Steel Connoisseur Martini Shaker w/Logo

\$500 — If you invest \$500, you will receive: Stainless steel thermal insulated water bottle.

\$750 — If you invest \$750, you will receive: Kronies Wireless Earbuds with Planted People Logo.

\$1,000 — If you invest \$1,000, you will receive: An Aerato Wine Decanter with areator.

\$5,000-If you invest \$5,000, you will receive: Wireless Sonos Speaker with Planted People Logo

\$10,000 — If you invest \$10,000, you will receive: A Red Case of Napa Valley Wines with Planted People Logo.

\$50,000-If you invest \$50,000, you will receive: Three full nights at a Napa winery w/airfare and tastings at premier wineries throughout the day.

-You will receive every prize under the lesser amounts. So if you invest \$1,000 you will receive the \$750, \$500, and 200 prizes etc.

**All perks occur after the offering is completed.*

The 10% Bonus for StartEngine Shareholders

Vini Vidi Vici LLC will offer 10% additional bonus units for all investments that are committed by StartEngine Crowdfunding Inc. shareholders (with \geq \$1,000 invested in the StartEngine Reg A+ campaign) within 24 hours of this offering going live.

StartEngine shareholders who have invested \$1,000+ in the StartEngine Reg A+ campaign will receive a 10% bonus on this offering within a 24-hour window of their campaign launch date. This means you will receive a bonus for any units you purchase. For example, if you buy 10 Membership Units at \$25 / unit, you will receive 1 bonus Membership Unit, meaning you'll own 11 units for \$250. Fractional units will not be distributed and unit bonuses will be determined by rounding down to the nearest whole unit.

This 10% Bonus is only valid for one year from the time StartEngine Crowdfunding Inc. investors receive their countersigned StartEngine Crowdfunding Inc. subscription agreement.

Multiple Closings

If we reach the target offering amount prior to the offering deadline, we may conduct the first of multiple closings of the offering early, if we provide notice about the new offering deadline at least five business days prior (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment).

THE COMPANY AND ITS BUSINESS

The company's business

Description of Business

Our business is a third party that connects people in the service industry to jobs. We connect suppliers to businesses in order to help with training purposes. We also

mentor and run internal competitions against other businesses for promotional purposes.

Sales, Supply Chain, & Customer Base

Our customer base includes the front and back of the house staff, spirit, beer and wine companies as well as distributors and suppliers. Our customers are also businesses that serve alcohol or food of any kind. i.e. Resorts, Bars, Restaurants etc. We are a web site that requires no hard good or supply chain to fulfill our solutions. We generate sales through web-based marketing and have independent sales representatives in regional locations that work with suppliers to support the restaurant and bar competitions.

Competition

Currently we believe that there is no direct competition for our core offerings. However for staff recruiting indirect competition include job sites such as Indeed, LinkedIn, Syrrver.com, etc.

Liabilities and Litigation

No liabilities.

The team

Officers and directors

Ben Mayer	President, CEO and Manager
John Baisch	Vice-President, COO and Manager

Ben Mayer

Ben has served as as the full time President, CEO and Director of Planted People since inception in 2014. He is an entrepreneur with 18 years of bartending and managing experience in the service industry. Ben holds a Biology degree.

John Baisch

John has served as the part time VP, COO and Director o Planted People since 2014, spending about 15 hours a week with the company. He has 30+ years in product management and sales. 2018 - Sr. Product Manager, Healthwise, Inc. (Full time) 2012-2018 - SVP Sales & Marketing, Kordata, LLC 1997-2012 - Sr. Strategic Product Manager, HWCS, Inc.

Number of Employees: 6

Related party transactions

We have no related party transactions.

RISK FACTORS

These are the principal risks that related to the company and its business:

- **Uncertain Risk** An investment in the Company (also referred to as “we”, “us”, “our”, or “Company”) involves a high degree of risk and should only be considered by those who can afford the loss of their entire investment. Furthermore, the purchase of any of the Company’s securities should only be undertaken by persons whose financial resources are sufficient to enable them to indefinitely retain an illiquid investment. Each investor in the Company should consider all of the information provided to such potential investor regarding the Company as well as the following risk factors, in addition to the other information listed in the Company’s Form C. The following risk factors are not intended, and shall not be deemed to be, a complete description of the commercial and other risks inherent in the investment in the Company.
- **Our patents and other intellectual property could be unenforceable, ineffective or unavailable.** One of the Company’s most valuable assets is its intellectual property. We currently hold no technology patents for our ranking system and process of hiring. But, we intend to file for one at the end of 2018. It is important to note that the most valuable components of the Company will be within our intellectual property portfolio. Due to the value, competitors may misappropriate or violate the future rights owed to the Company after the patent is approved. The Company intends to continue to protect its intellectual property portfolio from such violations. This means that unforeseeable costs associated with such practices may invade the capital of the Company.
- **Transfer Rights** Any note purchased through this crowdfunding campaign is subject to SEC limitations of transfer. This means that the note that you purchase cannot be resold for a period of one year. The exception to this rule is if you will be selling the note back to the Company, to an “accredited investor,” as part of an offering registered with the Commission, to a member of your family, trust created for the benefit of your family, or in connection with your death or divorce.
- **Cyber Attacks** As a software-based business, we may be vulnerable to hackers who may access the data of our investors and the issuer companies that utilize our platform. Further, any significant disruption in service on any supported platform or in its computer systems could reduce the attractiveness of the software. This could result in a loss of investors and companies interested in using our platform. Further, there can be no assurances on how any disruptions of services or cyber attacks either on our technological back-end or against the software directly could harm our reputation and materially negatively impact our financial condition and business.
- **Early Business Stage** We are an early stage company. Accordingly, the company has a limited history upon which an evaluation of its performance and future prospects can be made. Our current and proposed operations are subject to all business risks associated with new enterprises. These include likely fluctuations in operating results as the company reacts to developments in its market, managing its growth and the entry of competitors into the market. It is important to note that the company has had revenues generated since inception.

But, there is no assurance that we will continue this trend or be profitable in the near future or generate sufficient revenues.

- **Financial Predictions** Finances are a prediction and our Business projections are only projections. There can be no assurance that the company will meet our projections. There can be no assurance that the company will be able to find sufficient demand for our product, that people think it's a better option than a competing product, or that we will be able to provide the service at a level that allows the company to make a profit and still attract business.
- **Market Competition** We will compete with larger, more established companies who currently have products on the market and/or various respective product development programs. They may have much better financial means, marketing/sales and human resources at their disposal. They may succeed in developing and marketing competing products earlier or more advanced than those developed by us. There can be no assurance that competitors will not render our technology or products obsolete or that the products developed by us will be preferred to any existing or newly developed technologies. It should further be assumed that competition will likely intensify.
- **Management Control** By investing in the Company, you are trusting in management discretion. You are buying voting membership unit as a minority holder. This means that the decision-making members may or may not consider the actions you wish for the Company to take. Therefore, an investor must trust the management of the company to make good business decisions that will grow your investment. The Company will distribute K-1s to all members in accordance with the terms of the Operating Agreement and as required by law.

OWNERSHIP AND CAPITAL STRUCTURE; RIGHTS OF THE SECURITIES

Ownership

- Ben Mayer, 71.9% ownership, Membership Units

Classes of securities

- Membership Units: 139,000

Voting Rights

The holders of unit of the Company's Membership Units are entitled to one vote for each unit held of record on all matters submitted to a vote of the unit holders. The holders of Membership Units purchased from this crowdfunding campaign are entitled to vote with limited power on any matter except as required under applicable law.

Distribution Rights

Subject to preferences that may be granted to any then outstanding Membership

Units, holders of Membership Units purchased from this crowdfunding campaign are entitled to receive ratably such distributions as may be declared by the Managing Members out of funds legally available therefore as well as any distribution to the unit holders. The payment of distributions on the Membership Units will be a business decision to be made by the Managing Members from time based upon the results of our operations and our financial condition and any other factors that our Managing Members consider relevant. Payment of distributions on the Membership Units purchased from this crowdfunding campaign may be restricted by law and by loan agreements, indentures and other transactions entered into by us from time to time. The Company has never paid out a distribution and does not intend to pay distributions in the foreseeable future, which means that unit holders may not receive any return on their investment from distributions.

Rights to Receive Liquidation Distributions

In the event of our liquidation, dissolution, or winding up, holders of Membership Units purchased from this crowdfunding campaign are entitled to share ratably in all of our assets remaining after payment of liabilities and the liquidation preference of any then outstanding Membership Units.

Rights and Preferences

The rights, preferences and privileges of the holders of the company's Membership Units purchased from this crowdfunding campaign are subject to and may be adversely affected by, the rights of the holders of unit of any series of our future Membership Units offerings and any additional interest that we may designate in the future.

The Company will distribute K-1s to all members in accordance with the terms of the Operating Agreement and as required by law.

What it means to be a Minority Holder

As a minority holder of Membership Unit you will have limited ability to influence our policies or any other corporate matter, including the election of Managing Members, changes to the Company's governance documents, additional issuances of securities, company repurchases of securities, a sale of the Company or of assets of the Company, or transactions with related parties.

Dilution

Vini Vidi Vici, LLC is the corporate entity operating under the brand name

Plantedpeople.com and is a limited liability company. Investors should understand the potential for dilution. Each Investor's stake in the Company, could be diluted due to the Company issuing additional units. In other words, when the Company issues more units, the percentage of the Company that you own will decrease, even though the value of the Company may increase. You will own a smaller piece of a larger company. This increase in number of units outstanding could result from a unit offering (such as an initial public offering, another crowdfunding round, a venture capital round or angel investment), employees exercising unit options, or by conversion of certain instruments into units.

If we decide to issue more units, an Investor could experience value dilution, with each unit being worth less than before, and control dilution, with the total percentage an investor owns being less than before. There may also be earnings dilution, with a reduction in the amount earned per unit.

Transferability of securities

For a year, the securities can only be resold:

- In an IPO;
- To the company;
- To an accredited investor; and
- To a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

FINANCIAL STATEMENTS AND FINANCIAL CONDITION; MATERIAL INDEBTEDNESS

Financial Statements

Our financial statements can be found attached to this document. The financial review covers the period ending in 2017-12-31.

Financial Condition

Results of Operation

Besides travel expenses all of our investment capital that has been raised was put towards programming costs. Besides a few small salaries and incentives no one on our team will take a salary until the platform is completed. If we reach our maximum raise we expect to be fully funded for 24 months.

Our operational expenses are small because all of our funds have gone to programming costs in order to finish the original platform. We believe in the big picture of great product first to solve the problems each business has and funds will come later. Our funds will go aggressively towards platform features while at the

same time growing our businesses and staff user base.

Financial Milestones

Our platform we look to complete by the start of 2019 and look to be in the black by the start of 2020. Our base platform is completed and we look to add features to the base platform which will have some up front programming costs. Very little will be wasted on marketing since we look to grow organically through social media.

Our financial projections will be driven by our user base. Businesses hire in masses twice a year. Once in the summer which we will miss slightly but also in the winters for winter resorts. However all businesses look to hire each and every day in order to fill gaps. We will be running competitions and tastings throughout the year but rather than charging a monthly fee we will only be charging for the promotional competitions and not the tastings. We want to get our platform out there and show each business what an education of products in the industry will do for their future sales. We will be charging for each job, event and competition and waiting to charge a monthly fee as well as advertising fees until our user base is substantial.

Liquidity and Capital Resources

No loans in our foreseen future.

Our burn rate is slower because we awarded points to our programming team. In addition to these funds we believe we will grow organically because a big portion of our investors will be from within the industry. This is important to us because we want our users to benefit from our success while helping out their needs throughout the industry.

We will use the funds focusing on the following areas:

- Growth marketing and building a robust CDP -- helping us to continue to understand and growing our user-base, through targeted advertising, finding more service staff, restaurants and suppliers that want to grow and socialize the service industry.
- Development and optimization of U/X -- improving our user experience for staff, restaurants, and suppliers, so that the experience is easy, smooth, and delightful
- Sales and marketing team growth -- helping us add new team members to spread the word about PlantedPeople.com as well as supporting the suppliers that are already engaged.
- We have no immediate plans to seek additional financing from a bank or applying for a line of credit. However if we feel that additional funding will be required, we will consider alternative funding through a Series A funding round and potentially a line of credit.
- We haven't requested additional contributions from shareholders

The minimum \$10K raise will provide development funding to focus on finalizing both the mobile application and mentoring programs. As we receive the remaining

funds these will help expand our sales and marketing efforts to gain traction and fund UX enhancements and POS interfaces.

Indebtedness

Our company holds no debt to date but we will return the \$50,000 investment from Martin and Carol Palasch when we become profitable. If we do not become profitable, we do not owe the \$50,000 back. This means their money is to be returned before all other investments. We will be maintain salaries at fair market value, but most of our investments will be going towards programming of our platform.

Recent offerings of securities

- 2017-06-25, Regulation D, 39000 Membership Units. Use of proceeds: We used the funds to build the initial application and prototype and pay the developers. These funds were able to help us get live.

Valuation

\$3,475,000.00

The Company's intellectual property and the value of the current advances the company has accomplished in the research and development of its main product equates to this number as a proper fair market value of the Company. We have not undertaken any efforts to produce a valuation of the Company. The price of the units merely reflects the opinion of the Company as to what would be fair market value. Based on these facts and the interest we have already garnered, we believe the valuation of the company is properly summarized.

USE OF PROCEEDS

	Min Offering Amount Sold	Max Offering Amount Sold
Total Proceeds:	\$10,000	\$107,000
Less: Offering Expenses		
StartEngine Fees (8% total fee)	\$800	\$8560
Net Proceeds	\$9200	\$98440
Use of Net Proceeds:		
R& D & Production	\$5000	\$50,000

Marketing	\$1000	\$10,000
Working Capital	\$2000	\$21440
Travel	\$0	\$5,000
Swag/Prizes	\$1200	\$12000
Total Use of Net Proceeds	\$9200	\$98440

We will use about half of our funds raised for continually building out our site, scheduling, mentoring and POS systems. We will allot about 25 percent of the funds to marketing and social media to build awareness as well as create prizes and branding. Additional costs such as insurance, legal fees, and administrative matters will take up the remaining 20% or so of our proceeds.

We predict zero travel and will concentrate more on increasing user base using social media and if we meet our 107 K goal we will look to go for a small but more personal sales strategy by introducing our platform to resorts in Denver, Vale, and Targhee as well as social media. Most of our funds will still be used to add our features list while growing our user base at the same time.

Irregular Use of Proceeds

The Company will not incur any irregular use of proceeds.

REGULATORY INFORMATION

Disqualification

No disqualifying event has been recorded in respect to the company or its officers or directors.

Compliance failure

The company has not previously failed to comply with Regulation CF.

Annual Report

The company will make annual reports available at Plantedpeople.com by Preferred CFO at the link tab labeled "Investors. " The annual reports will be available within 120

days of the end of the issuer's most recent fiscal year. Preferred CFO will make all reports available to all investors and meet all criteria required by the SEC.

EXHIBIT B TO FORM C

**FINANCIAL STATEMENTS AND INDEPENDENT ACCOUNTANT'S REVIEW FOR Vini
Vidi Vici LLC**

[See attached]

I, Ben Mayer, the CEO (Principal Executive Officers) of Vini Vidi Vici LLC, hereby certify that the financial statements of Plantedpeople.com and notes thereto for the periods ending 5/1/18 and 5/3/18 included in this Form C offering statement are true and complete in all material respects and that the information below reflects accurately the information reported on our federal income tax returns.

For the year [2017] the amounts reported on our tax returns were total income of -\$40,431.86 taxable income of \$0 and total tax of \$0.

IN WITNESS THEREOF, this Principal Executive Officer's Financial Statement Certification has been executed as of the 5/7/18 (Date of Execution).

Ben Mayer (Signature)

CEO (Title)

5/7/18 (Date)

Vini, Vidi, Vici, LLC

**FINANCIAL STATEMENTS
(UNAUDITED)**

**AS OF AND FOR THE YEARS
ENDED
December 31, 2017 and 2016**

Vini, Vidi, Vici, LLC
Index to Financial Statements
(unaudited)

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Vini, Vidi, Vici, LLC
BALANCE SHEETS
as of **DECEMBER 31, 2017 AND 2016**
(unaudited)

	As of Dec 31, 2017	As of Dec 31, 2016
ASSETS		
Current Assets		
Bank Accounts		
Checking	\$7,388.23	-\$2,555.91
Savings	\$0.00	\$0.00
Total Bank Accounts	\$7,388.23	-\$2,555.91
Accounts Receivable		
Accounts Receivable	\$0.00	\$0.00
Total Accounts Receivable	\$0.00	\$0.00
Total Current Assets	\$7,388.23	-\$2,555.91
Other Assets		
Intangible Assets	\$2,650.00	\$1,850.00
Acc Dep	-\$379.00	-\$203.00
Total Other Assets	\$2,271.00	\$1,647.00
TOTAL ASSETS	\$9,659.23	-\$908.91
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	\$0.00	\$0.00
Total Accounts Payable	\$0.00	\$0.00
Other Current Liabilities		
Payroll Liabilities	\$0.00	\$0.00
Total Other Current Liabilities	\$0.00	\$0.00
Total Current Liabilities	\$0.00	\$0.00
Total Liabilities	\$0.00	\$0.00
Equity		
Owner's Investment	\$50,091.09	-\$908.91
Retained Earnings	\$0.00	\$0.00
Net Income	-\$40,431.86	\$0.00
Total Equity	\$9,659.23	-\$908.91
TOTAL LIABILITIES AND EQUITY	\$9,659.23	-\$908.91

Vini, Vidi, Vici, LLC
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016
(unaudited)

	Jan - Dec 2017	Jan - Dec 2016
Income		
Revenue		
Sales	1,557.00	0.00
less Prizes	-1,100.00	
Total Income	\$ 457.00	\$ 0.00
Cost of Goods Sold		
COGS		
Total Cost of Goods Sold	\$ 0.00	\$ 0.00
Gross Profit	\$ 457.00	\$ 0.00
 Expenses		
Accounting	328.00	
Amortization	176.00	
Mileage	1,577.18	
Conventions		
Meal and Entertainment	1,413.00	
Office Expense	1,235.00	
Programming Expense	33,057.00	
Parking and Tolls		
Supplies		
Travel	3,102.68	
Total Expenses	\$ 40,888.86	\$ 0.00
Net Operating Income	-\$ 40,431.86	\$ 0.00
Other Income		
Interest Income		
Total Other Income	\$ 0.00	\$ 0.00
Net Other Income	\$ 0.00	\$ 0.00
Net Income	-\$ 40,431.86	\$ 0.00

Vini, Vidi, Vici, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2017 AND 2016
(unaudited)

	Jan - Dec 2017	Jan - Dec 2016
OPERATING ACTIVITIES		
Net Income	-\$40,431.86	\$0.00
Adjustments to reconcile Net Income to Net Cash provided by operations:		
Startup Costs	-\$624.00	-\$1,647.00
Total Adjustments to reconcile Net Income to Net Cash provided by operations:	-\$624.00	-\$1,647.00
Net cash provided by operating activities	-\$41,055.86	-\$1,647.00
INVESTING ACTIVITIES		
Owners' Investment	\$51,000.00	-\$908.91
Net cash provided by investing activities	\$51,000.00	-\$908.91
Net cash increase for period	\$9,944.14	-\$2,555.91

NOTE 1 – NATURE OF OPERATIONS

[Vini Vidi Vici LLC] was formed on [9/30/2014] (“Inception”) in the State of [Idaho __]. The financial statements of [Vini Vidi Vici LLC.] (which may be referred to as Plantedpeople.com”, are prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). The Company’s headquarters are located in [Boise Ida].

[Vini Vidi Vici, __ We are a work placement site for the service industry that helps find employment, training and provides social media for learning.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities, and the reported amount of expenses during the reporting periods. Actual results could materially differ from these estimates. It is reasonably possible that changes in estimates will occur in the near term.

Fair Value of Financial Instruments

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants as of the measurement date. Applicable accounting guidance provides an established hierarchy for inputs used in measuring fair value that maximizes the use of observable inputs and minimizes the use of unobservable inputs by requiring that the most observable inputs be used when available. Observable inputs are inputs that market participants would use in valuing the asset or liability and are developed based on market data obtained from sources independent of the Company. Unobservable inputs are inputs that reflect the Company’s assumptions about the factors that market participants would use in valuing the asset or liability. There are three levels of inputs that may be used to measure fair value:

Level 1 - Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2 - Include other inputs that are directly or indirectly observable in the marketplace.

Level 3 - Unobservable inputs which are supported by little or no market activity.

The fair value hierarchy also requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

Fair-value estimates discussed herein are based upon certain market assumptions and pertinent information available to management as of December 31, 2016 and 2017 The respective carrying value of certain on-balance-sheet financial instruments approximated their fair values.

Cash and Cash Equivalents

For purpose of the statement of cash flows, the Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

Revenue Recognition

The Company will recognize revenues from __ Businesses who choose to use our members for various serving, Bartending, managing or cooking jobs as well as a monthly fee for distributors/suppliers to

showcase their products throughout the site. Suppliers pay a fee when they want to run a promotion through our site. Finally we will be charging monthly fees to use our scheduling sections as well as our POS system. when (a) persuasive evidence that an agreement exists; (b) the service has been performed; (c) the prices are fixed and determinable and not subject to refund or adjustment; and (d) collection of the amounts due is reasonably assured.

Income Taxes

The Company applies ASC 740 Income Taxes ("ASC 740"). Deferred income taxes are recognized for the tax consequences in future years of differences between the tax bases of assets and liabilities and their financial statement reported amounts at each period end, based on enacted tax laws and statutory tax rates applicable to the periods in which the differences are expected to affect taxable income. Valuation allowances are established, when necessary, to reduce deferred tax assets to the amount expected to be realized. The provision for income taxes represents the tax expense for the period, if any and the change during the period in deferred tax assets and liabilities.

ASC 740 also provides criteria for the recognition, measurement, presentation and disclosure of uncertain tax positions. A tax benefit from an uncertain position is recognized only if it is "more likely than not" that the position is sustainable upon examination by the relevant taxing authority based on its technical merit.

The Company is subject to tax in the United States ("U.S.") and files tax returns in the U.S. Federal jurisdiction and ___ state jurisdiction. The Company is subject to U.S. Federal, state and local income tax examinations by tax authorities for all periods since Inception. The Company currently is not under examination by any tax authority. **N/A.**

Concentration of Credit Risk

The Company maintains its cash with a major financial institution located in the United States of America which it believes to be creditworthy. Balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At times, the Company may maintain balances in excess of the federally insured limits.

NOTE 3 – DEBT

We have no debt.

NOTE 4 – COMMITMENTS AND CONTINGENCIES

We are currently not involved with or know of any pending or threatening litigation against the Company or any of its officers. No litigation exists.

NOTE 5 – STOCKHOLDERS' EQUITY

As of 5/3/18, we currently have 139,000 Membership Units issued. No other classes of units has been issued.

NOTE 6 – RELATED PARTY TRANSACTIONS

Our company holds no related party transactions.

NOTE 7 – SUBSEQUENT EVENTS

We have one competition planned for June and July. The participating restaurants are Barbacoa and Shore Lodge in McCall and Boise Idaho.

EXHIBIT C TO FORM C

PROFILE SCREENSHOTS

[See attached]

Vini Vidi Vici LLC is pending StartEngine Approval.

▶ PLAY VIDEO

0
Investors

\$0.00
Raised of \$10K - \$107K goal

♡

Vini Vidi Vici LLC
Service Industry Social Platform

• Small OPO
• Boise, ID
• Technology
• Accepting International Investment

- Overview
- Team
- Terms
- Updates
- Comments
- Share

“PlantedPeople.com is the new culture of the food and beverage industry.”

Bartenders, managers, etc. can use PlantedPeople.com to find a multitude of job options based on their strengths and skill sets. Restaurant and bar owners and managers can easily hire from a pool of vetted, proven employees to fill the needs of their business. Supplier representatives can use PlantedPeople.com to showcase their latest products and coordinate tastings with restaurant staff. We also set the stage with PlantedPeople.com for facilitating product sales competitions between local restaurants and bars and reward service industry staff with incentives and prizes. Everyone benefits with PlantedPeople.com!



What's most important about PlantedPeople.com is that we are confident that we can build a complete platform that satisfies everyone's needs in the service industry. From high-end establishments and resorts to local pubs, we believe we will be the one-stop experience for hiring, training and incentive-based promotional programs. As for the staff, we want a safe, socialized, helpful and insightful place to learn about an industry that is always changing.

As mentioned earlier, today our site is live. We can find anyone a job and place them in a temporary, part- or full-time position. Distributors and suppliers can set up a tasting both public and private with managers and staff. **PlantedPeople.com has conducted two promotional competitions and have another competition planned in June.**

Help us improve experience on all sides of the services industry. Invest in PlantedPeople.com today!

Development Stage

We are currently live with the core PlantePeople.com site. Our future road map includes capabilities for providing mentoring programs, mobile application support, POS technology and in-depth reporting. PlantedPeople.com's mentoring programs will help staff learn from the best of the best Sommeliers, Chefs and Veteran Bartenders.

Our mobile app will provide notifications for local events, help staff socialize with other staff, share recipes and connect them with their local establishments. We will research and potentially develop a point of sale with technologies that are both robust and lightweight and finally we will develop robust reporting for owners and managers to gain visibility in to their business to improve overall profitability.

The Offering

Investment

\$25/share Membership Interest | When you invest, you are betting that PlantedPeople.com's future value will exceed \$3.5 M.

Perks*

- \$100 — If you invest \$100, you will receive: Beer Key w/Logo
- \$200 — If you invest \$200, you will receive: Planted People Double hinged wine key with Logo
- \$350 — If you invest \$350, you will receive: A Stainless Steel Connoisseur Martini Shaker w/Logo
- \$500 — If you invest \$500, you will receive: Stainless steel thermal insulated water bottle.
- \$750 — If you invest \$750, you will receive: Kronies Wireless Earbuds with Planted People Logo.
- \$1,000 — If you invest \$1,000, you will receive: An Aerato Wine Decanter with areator.
- \$5,000 — If you invest \$5,000, you will receive: Wireless Sonos Speaker with Planted People Logo
- \$10,000 — If you invest \$10,000, you will receive: A Red Case of Napa Valley Wines with Planted People Logo.
- \$50,000 — If you invest \$50,000, you will receive: Three full nights at a Napa winery w/airfare and tastings at premier wineries throughout the day.

NOTE: You will receive every prize under the lesser amounts. So if you invest \$1,000 you will receive the \$750, \$500, and 200 prizes etc.

**All perks occur after the offering is completed.*



This Offering is eligible for the
StartEngine Owners' 10% Bonus.

*For details on the bonus, please see the **Offering Summary** below.*

Quality, like-minded individuals with a fondness for learning their craft should be able to work any place, any time, anywhere in the world.

What We Have Accomplished So Far

- In 2017 we used an early prototype of PlantedPeople.com and conducted two staff incentive competitions. One staff incentive was for Glacier 45 vodka, in which we increased their sales for the two-month period by nine times from the year before.
- The second staff incentive we ran was for Young's Market Distributing. The products sold were Don Q, which we gave placement in the restaurant, and Hangar One Vodka, which we sold 12 times the amount from the year before during the months of the staff incentive.
- Using an MVP version of PlantedPeople.com, we helped fill staffing needs for Winter Carnival in McCall, Idaho, at the end of January.



Crowdfunding is the best avenue for investment with our company, because we want our success to be driven by workers within the service industry. They understand the struggles and difficulties throughout the industry that people from the outside often do not see.



"We used PlantedPeople.com in August and September of 2017. We ran a promotion at Barbacoa Restaurant in Boise, Idaho. Barbacoa decided to sell Don Q rum as well as all of the Hangar One Vodka products. The highlights and benefits of this competition were not only placement of Don Q Rum, but also the selling of multiple cases of Don Q Rum. Hangar One Vodka was even a better success with increases of sales of 12x from the prior year. We would definitely use their services again."

Garth Midnight C.S.S.

Territory Manager-Youngs Market Distributing



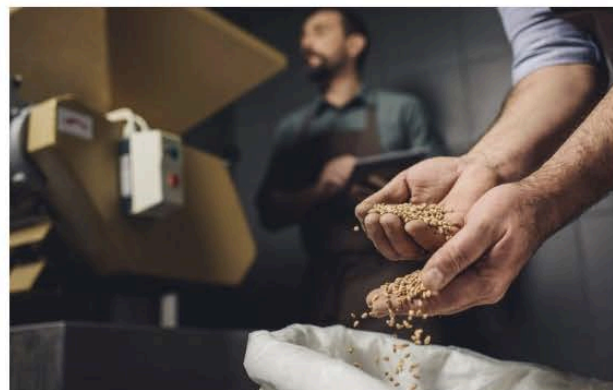


- New spirit companies have a hard time promoting their brands. Planted People provides a platform to get in front of the industry that pushes their products.
- Private Staff Tastings, as well as public tastings, for people to learn these products are readily available.
- We provide staff profile boosts just for attending a tasting.
- We provide prizes for selling products while also helping to promote a company's brand.

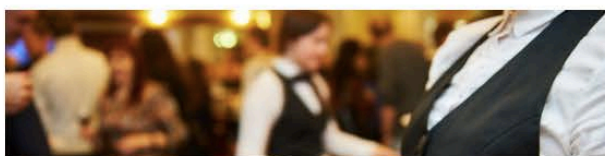
Our Products

Our new dashboard allows you to look at upcoming tasting events, your jobs, and events that you have scheduled, as well as any incentive competitions that you are currently entered in.

Work Weddings, Catering Gigs, and Look for Full Time Work



Learn how beer is created so your employers know you have had some hands on experience inside a brewery.



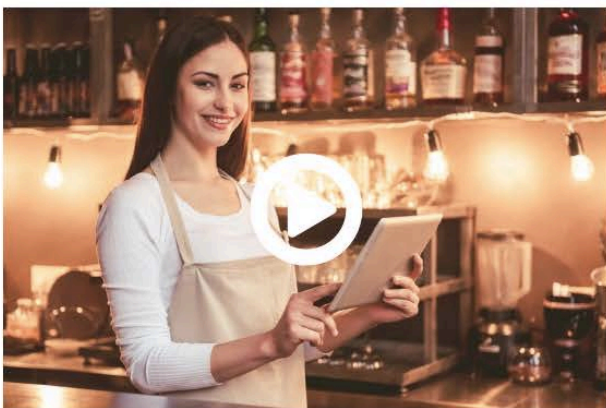


Create a wider skill set from what other people have learned through their years at work. Learn different techniques and recipes.



How is Planted People Unique?

- PlantedPeople.com has its own staff ranking and profile system based on peer reviews and job history.
- We offer health insurance for our members which most restaurants do not offer.
- Attend public and private tastings of spirits, wines and beer and receive ranking profile hikes for your participation.
- Participate in staff incentives showcasing products and compete for prizes.
- Learn from veteran bartenders, sommeliers and chefs throughout the industry.
- To our knowledge, there hasn't been a social media platform that specifically caters to the service industry. PlantedPeople.com focuses on bringing employees, owners and suppliers together.



Look how easy it is on Plantedpeople.com to create a tasting.



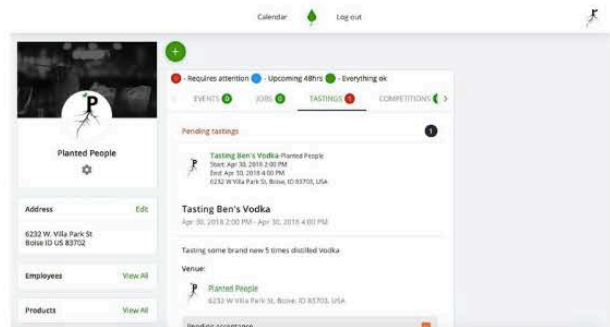
As a distributor or supplier you can showcase your products to staff in a public or private tasting setting. Give the service industry a full understanding of your products and see your products move better in each restaurant.



Using our Social Media you can track stings making sure you are carding correctly, link drink recipes that you've created to businesses that you've worked at, and showcase the skills you've learned throughout your career. We have a realistic and comprehensive social media site used within the service industry.



Learn from master sommeliers and learn proper techniques on serving wines.



Create public tastings months out in advance so people show up to your tastings. No more mass emails to random people. You have a captivated audience.





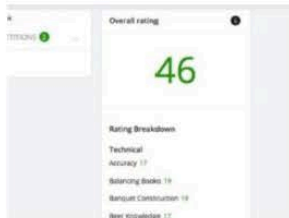
Go to wineries and learn about the process of viticulture first hand and receive credit on your profiles.

How Our Products Are Different From the Rest

We understand that **finding quality help and achieving less turnover in your restaurant or resort will lead to a higher success rate** and, more importantly, higher profitability.

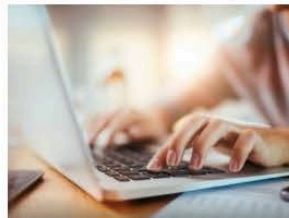
The more a staff understands about the products you provide, the more successful they will be. Connecting with a community to learn more about the products in every restaurant, resort, and bar leads to a better overall service.

We bring staff, businesses and suppliers together in a single socialized platform specifically tailored to the service industry. We are changing the service industry to make it better for staff, businesses, and ultimately consumers.



Vetted Rankings

To our knowledge, we are the only ranking and incentive-based system on the market for the service industry.



Find Jobs in Your Area

Our resources help you discover your next employment opportunity.



Increased Profitability

We believe the more your staff knows, the better experience each patron has.

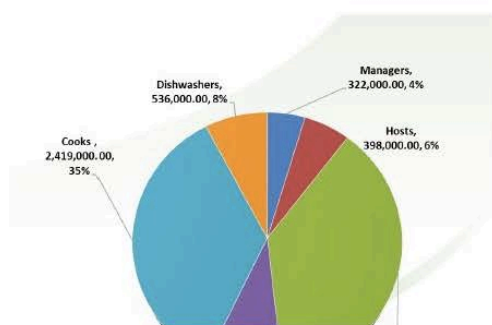


More money

The more shifts available at the click of a button, the more money you can earn.

Our Market and Industry

I learned this industry from mentors who were the **very best at bartending, serving, and managing**. Unfortunately, staff today are not mentored or trained the way they were 10 years ago. A new style of learning has evolved, and technology is the best method for today's and future generations. At PlantedPeople.com, we believe **we've mastered this new paradigm** and will continue to evolve to meet the needs of the industry.



Restaurant Industry in the U.S. – Statistics & Facts – Statista:

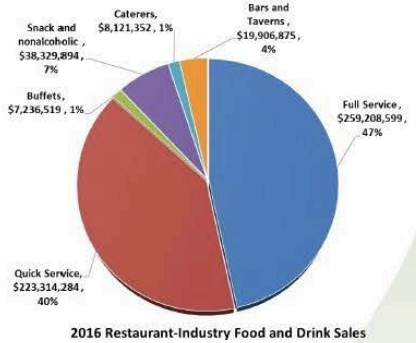
- Total US restaurants industry food and drink sales – \$709.24 B
- Number of employees in the US restaurant industry – 14.01 M
- Number of meals purchased at a restaurant in the US – 194 per person, per last year

National Restaurant Association – News & Research, Facts at a Glance:

- 1.7 million new restaurant jobs created by 2026
- 10% of workforce as part of the overall US workforce
- 9 in 10 restaurant managers started at entry level
- 8 in 10 restaurant owners started in their industry careers in entry-level positions

2016 National Restaurant Industry Pocket Fact book – National Restaurant Association:

- 2016 Sales Projections – Commercial Restaurant services: \$782.7 B
- Eating Places: \$536.2 B
- Bars and Taverns: \$19.9 B
- Managed Services: \$50.89 B
- Lodging Places: \$39 B



- Retail, Vending, Recreation, Mobile: \$74.4 B
- 2016 Sales Projections – Noncommercial Restaurant Services: \$59.6 B
- Industry Employment Growth: 2016 – 14.4 Million 2026 – 16.1 Million
- Half of all adults have worked in the restaurant industry at some point in their lives
- 1 in 3 Americans got their first work experience in a restaurant
- Sales per full-time equivalent employee at eating and drinking places in 2015 were \$76,777

National Restaurant Association Educational Foundation – Workforce Research:

- 64% of restaurant employees enrolled in 4-year college are bartenders
- 49% of restaurant employees enrolled in 4-year college are restaurant managers
- 41% of restaurant employees enrolled in 4-year college are servers
- 48% of business operations employees are enrolled in grad school
- 45% of chefs or cooks enrolled in hospitality or culinary arts programs
- 72% of students plan to continue to work in restaurant business operations after graduation
- 69% of students plan to continue to work in restaurant as chef or cook after graduation
- 56% of students plan to continue to work in restaurant as managers after graduation

National Restaurant Association Educational Foundation – Workforce Research:

- \$50,000 is the median base salary of chefs and cooks
- \$47,000 is median base salary of restaurant managers
- \$16.13 is the median hourly pay of servers with tips
- 86% of restaurant employees ages 25-34 have advanced to a higher paying job in the industry

What Makes Our Team Special

"As the CEO, I cannot claim to know everything about the service industry, but in the past 18 years I have learned why many establishments struggle and others thrive. We can't fix a person's work ethic, but we can certainly provide them with a much better platform to learn and share their experiences with the new and upcoming people wanting to enter the service industry."

Ben Mayer, CEO

"Ben and I have been in alignment since we first founded PlantedPeople.com. We believe that helping people is our key focus in helping change the service industry. He's been involved in new startups and established companies and played multiple roles including senior product management, sales and marketing management, relationship management, IT management, hardware and software design and development."

John Baisch, COO



We have three full-stack programmers working with us on our platform, and they have worked with each other for several years on different projects. Jorge Padula is our Senior Programmer along with programmers Sergio Baldani and Gaston Cavallo. Team chemistry is a big reason why they are a successful programming team.

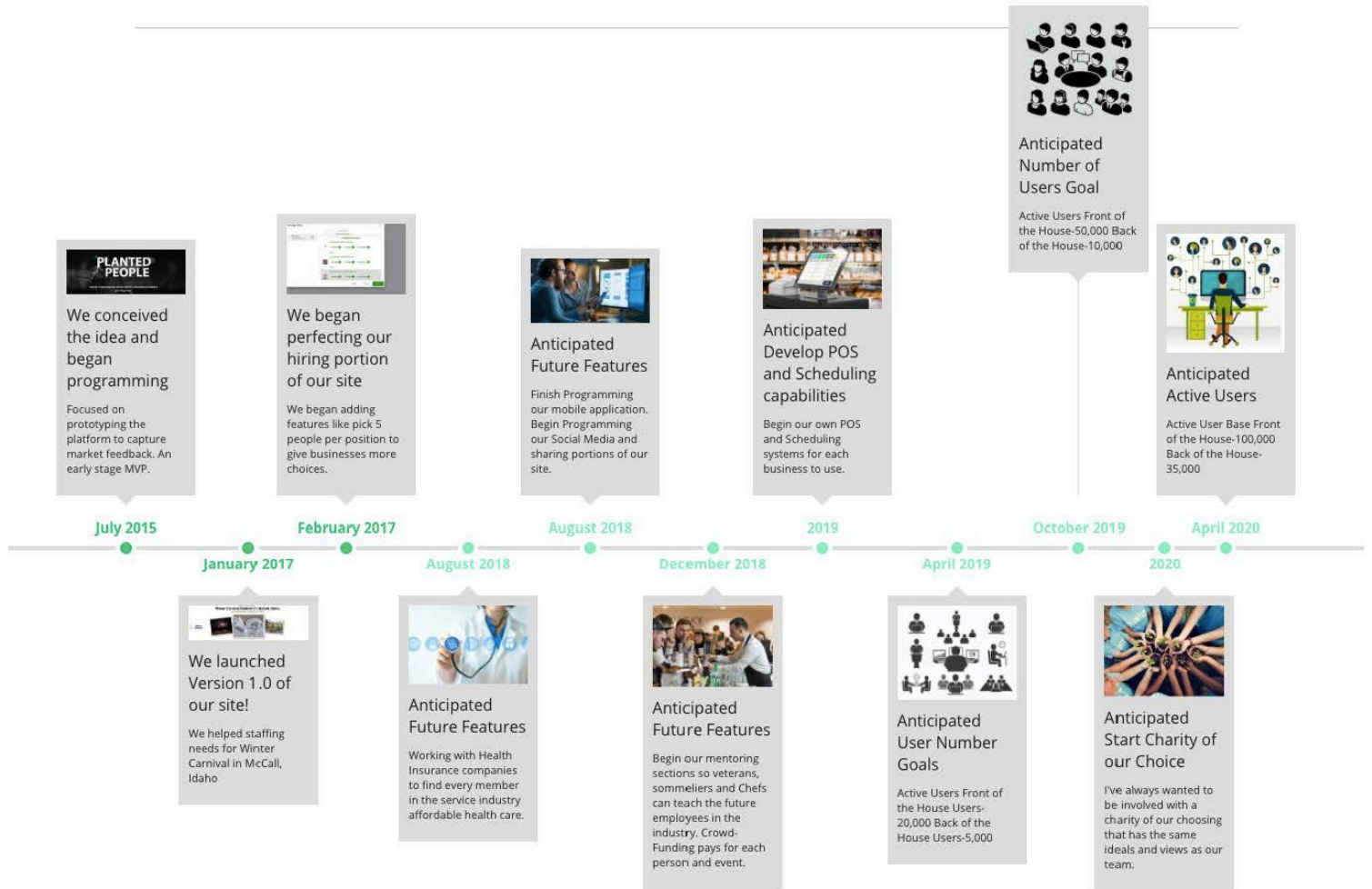
Invest in Planted People Today!

We believe that if you invest in our company you will be helping a single mom to make ends meet by finding a second job, or helping a college student find work that fits into their school schedule. You will be helping a bar back become a bartender so much faster than when they would have. You would be giving a motivated and hardworking dishwasher an easier route to become a prep cook. These great things are made much easier and readily available using this platform and we



hope you will come join us.

The road doesn't stop here, we have so many more things that we believe can improve this platform that this industry needs. With your help we will reach our goal of being in every restaurant, resort and bar.



Meet Our Team



Ben Mayer



John Baisch

President, CEO and Manager

Ben has served as the full time President, CEO and Director of Planted People since inception in 2014. He is an entrepreneur with 18 years of bartending and managing experience in the service industry. Ben holds a Biology degree.



Vice-President, COO and Manager

John has served as the part time VP, COO and Director of Planted People since 2014, spending about 15 hours a week with the company. He has 30+ years in product management and sales. 2018 - Sr. Product Manager, Healthwise, Inc. (Full time) 2012-2018 - SVP Sales & Marketing, Kordata, LLC 1997-2012 - Sr. Strategic Product Manager, HWCS, Inc.



Jorge Padula
Senior Programming Manager
Full Stack Developer



Sergio Baladani
Programmer
Full Stack Developer



Gaston Cavallo
Programmer
Full Stack Developer



Offering Summary

Maximum 4,280 shares of Membership Units (\$107,000)

**Maximum subject to adjustment for bonus shares. See 10% Bonus below*

Minimum 400 shares of Membership Units (\$10,000)

Company	Vini Vidi Vici LLC dba Plantedpeople.com
Corporate Address	6232 W. Villa Park St. Boise ID, 83703
Description of Business	We connect and find work for the service industry.
Type of Security Offered	Membership Units
Purchase Price of Security Offered	\$25.00
Minimum Investment Amount (per investor)	\$100.00

Perks

\$100-If you invest \$100, you will receive: Beer Key w/Logo

\$200 — If you invest \$200, you will receive: Planted People Double hinged wine key with Logo

\$350-If you invest \$350, you will receive: A Stainless Steel Connoisseur Martini Shaker w/Logo

\$500 — If you invest \$500, you will receive: Stainless steel thermal insulated water bottle.

\$750 — If you invest \$750, you will receive: Kronies Wireless Earbuds with Planted People Logo.

\$1,000 — If you invest \$1,000, you will receive: An Aerato Wine Decanter with areator.

\$5,000-If you invest \$5,000, you will receive: Wireless Sonos Speaker with Planted People Logo

\$10,000 — If you invest \$10,000, you will receive: A Red Case of Napa Valley Wines with Planted People Logo.

\$50,000-If you invest \$50,000, you will receive: Three full nights at a Napa winery w/airfare and tastings at premier wineries throughout the day.

-You will receive every prize under the lesser amounts. So if you invest \$1,000 you will receive the \$750, \$500, and 200 prizes etc.

**All perks occur after the offering is completed.*

The 10% Bonus for StartEngine Shareholders

Vini Vidi Vici LLC will offer 10% additional bonus units for all investments that are committed by StartEngine Crowdfunding Inc. shareholders (with ≥ \$1,000 invested in the StartEngine Reg A+ campaign) within 24 hours of this offering going live.

StartEngine shareholders who have invested \$1,000+ in the StartEngine Reg A+ campaign will receive a 10% bonus on this offering within a 24-hour window of their campaign launch date. This means you will receive a bonus for any units you purchase. For example, if you buy 10 Membership Units at \$25 / unit, you will receive 1 bonus Membership Unit, meaning you'll own 11 units for \$250. Fractional units will not be distributed and unit bonuses will be determined by rounding down to the nearest whole unit.

This 10% Bonus is only valid for one year from the time StartEngine Crowdfunding Inc. investors receive their countersigned StartEngine Crowdfunding Inc. subscription agreement.

Irregular Use of Proceeds

The Company will not incur any irregular use of proceeds.

[Form C Filings](#)

[SHOW MORE](#)

Risks

A crowdfunding investment involves risk. You should not invest any funds in this offering unless you can afford to lose your entire investment. In making an investment decision, investors must rely on their own examination of the issuer and the terms of the offering, including the merits and risks involved. These securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not passed upon the accuracy or adequacy of this document. The U.S. Securities and Exchange Commission does not pass upon the merits of any securities offered or the terms of the offering, nor does it pass upon the accuracy or completeness of any offering document or literature. These securities are offered under an exemption from registration; however, the U.S. Securities and Exchange Commission has not made an independent determination that these securities are exempt from registration.

Updates

Follow Vini Vidi Vici LLC to get notified of future updates!

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Investment opportunities posted and accessible through the site are of three types

1. Regulation A offerings (JOBS Act Title IV, known as Regulation A+), which are offered to non-accredited and accredited investors alike. No broker-dealer, funding portal or investment adviser is involved in these offerings. These offerings are made through StartEngine Crowdfunding, Inc. 2. Regulation D offerings (506(c)), which are offered only to accredited investors. No broker-dealer, funding portal, or investment adviser is involved in these offerings. These offerings are made through StartEngine Crowdfunding, Inc. 3. Regulation Crowdfunding offerings (JOBS Act Title III), which are offered to non-accredited and accredited investors alike. These offerings are made through StartEngine Capital, LLC. Some of these offerings are open to the general public, however there are important differences and risks. You can learn more in our [Learn section](#).

Canadian Investors

Investment opportunities posted and accessible through the site will not be offered to Canadian resident investors.

Potential investors are strongly advised to consult their legal, tax and financial advisors before investing. The securities offered on this site are not offered in jurisdictions where public solicitation of offerings are not permitted; it is solely your responsibility to comply with the laws and regulations of your country of residence.



VIDEO TRANSCRIPT (Exhibit D)

1st Video Transcript:

Restaurants and bars are a three trillion dollar a year industry.

But, with the booming industry comes with many challenges.

For businesses, employees, and suppliers,

Challenges for service staff looking for good full or part-time work,

Challenges for restaurants and bar managers looking for great staff, and

Finally, challenges for suppliers looking to sell and promote their best spirits and products without being intrusive.

Planted People is the innovative solution that solves these challenges and more!

So what is Planted People?

Planted People brings in a new era of socializing the service industry.

Our specialized algorithms help restaurants, bar and catering managers find the best of the best employees for full-time, part time or even temporary event service.

Industry staff can find new work or pick up a shift on-demand for almost any type of event.

From local events to Resorts, anywhere, anytime, all with the click of a button.

Planted People also helps service industry suppliers who use Planet People's social network to promote their products, tastings, competitions and focused advertising.

Want to learn more?

Sign up today to see how planted people is truly the one-stop solution that is revolutionizing the service industry.

Second Transcript for Tastings Video on Story:

Plantedpeople wants to help you train every individual on the products you provide. To invite restaurant and bar staff to attend your public tastings click on the your feed button at the center of your work space then click "create tastings event" enter a description of the tasting and add brief overview of the product or products you'll present that you will be tastings at the event, remember, your products have been previously added so be brief in this section. Next choose the venue that you wish to host your tastings as well as the date and time. Click next and choose the option tastings for industry levels and choose the 100 200 and 300 levels. The beginning level of 100 is everyone with a willingness to learn. 200 levels are for servers, bartenders and managers and 300 levels are only for the decision makers that determine whether to place your products. After you've created the tastings the venue you've selected will be notified to either accept or reject the tasting invitation. Once approved the tasting invitation

will be sent out to each individual you choose. All you have to do is show up the date and time of the invitation and promote your products.

STARTENGINE SUBSCRIPTION PROCESS (Exhibit E)

Platform Compensation

- As compensation for the services provided by StartEngine Capital, the issuer is required to pay to StartEngine Capital a fee consisting of a 6-8% (six to eight percent) commission based on the dollar amount of securities sold in the Offering and paid upon disbursement of funds from escrow at the time of a closing. The commission is paid in cash and in securities of the Issuer identical to those offered to the public in the Offering at the sole discretion of StartEngine Capital. Additionally, the issuer must reimburse certain expenses related to the Offering. The securities issued to StartEngine Capital, if any, will be of the same class and have the same terms, conditions and rights as the securities being offered and sold by the issuer on StartEngine Capital's website.

Information Regarding Length of Time of Offering

- **Investment Cancellations:** Investors will have up to 48 hours prior to the end of the offering period to change their minds and cancel their investment commitments for any reason. Once within 48 hours of ending, investors will not be able to cancel for any reason, even if they make a commitment during this period.
- **Material Changes:** Material changes to an offering include but are not limited to: A change in minimum offering amount, change in security price, change in management, material change to financial information, etc. If an issuer makes a material change to the offering terms or other information disclosed, including a change to the offering deadline, investors will be given five business days to reconfirm their investment commitment. If investors do not reconfirm, their investment will be cancelled and the funds will be returned.

Hitting The Target Goal Early & Oversubscriptions

- StartEngine Capital will notify investors by email when the target offering amount has hit 25%, 50% and 100% of the funding goal. If the issuer hits its goal early, and the minimum offering period of 21 days has been met, the issuer can create a new target deadline at least 5 business days out. Investors will be notified of the new target deadline via email and will then have the opportunity to cancel up to 48 hours before new deadline.
- **Oversubscriptions:** We require all issuers to accept oversubscriptions. This may not be possible if: 1) it vaults an issuer into a different category for financial statement requirements (and they do not have the requisite financial statements); or 2) they reach \$1.07M in investments. In the event of an oversubscription, shares will be allocated at the discretion of the issuer.
- If the sum of the investment commitments does not equal or exceed the target offering amount at the offering deadline, no securities will be sold in the offering, investment commitments will be cancelled and committed funds will be returned.
- If a StartEngine issuer reaches its target offering amount prior to the deadline, it may conduct an initial closing of the offering early if they provide notice of the new offering deadline at least five business days prior to the new offering deadline (absent a material change that would require an extension of the offering and reconfirmation of the investment commitment). StartEngine will notify investors when the issuer meets its

target offering amount. Thereafter, the issuer may conduct additional closings until the offering deadline.

Minimum and Maximum Investment Amounts

- In order to invest, to commit to an investment or to communicate on our platform, users must open an account on StartEngine Capital and provide certain personal and non-personal information including information related to income, net worth, and other investments.
- Investor Limitations: Investors are limited in how much they can invest on all crowdfunding offerings during any 12-month period. The limitation on how much they can invest depends on their net worth (excluding the value of their primary residence) and annual income. If either their annual income or net worth is less than \$107,000, then during any 12-month period, they can invest up to the greater of either \$2,200 or 5% of the lesser of their annual income or net worth. If both their annual income and net worth are equal to or more than \$107,000, then during any 12-month period, they can invest up to 10% of annual income or net worth, whichever is less, but their investments cannot exceed \$107,000.

EXHIBIT F TO FORM C

ADDITIONAL CORPORATE DOCUMENTS

OPERATING AGREEMENT

OF

VINI VIDI VICILLC

Effective May 1, 2015

(A manager-managed limited liability company)

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The undersigned members of ViniVidiVicillc ("**Company**"), in consideration of its terms, enter into this Operating Agreement ("**Agreement**") as of May 1, 2015 ("**Effective Date**") and agree as follows:

Article 1: Formation

Formation. The Company is organized as an Idaho limited liability company pursuant to the provisions of the Idaho Limited Liability Company Act, Idaho Code § 53-601 et seq. ("**Act**"), and the provisions of this Agreement. The Company will be managed by the Manager of the Company and not the Members of the Company. The Company intends to be considered an S-Corporation for federal income tax purposes.

Name. The name of the Company is ViniVidiVicillc, and the Company will conduct its business under that name.

Members. The initial members of the Company, together with each such person admitted as a new member are referenced collectively as the "**Members**" and individually as a "**Member**." The names, contributions of property and Units of the Members of the Company are set forth in Schedule 1.3.

Units. Each Member owns Units in the Company. "**Units**" are a representation of each Member's "limited liability company interest" within the meaning of the Act, and include those Units issued to each Member set forth in Schedule 1.3 and any other Unit issued to either existing or new Members after the Effective Date.

Percentage Interest. Each Member's Units can also be expressed as a Percentage Interest. "**Percentage Interest**" means a Member's ownership interest and voting interest in the Company expressed as a percentage that is determined by dividing the number of Units held by the Member by the total number of outstanding Units owned by all the Members.

Business of Company. The business of the Company is to (i) research, develop, patent, produce, distribute, market, license and sell mechanical mechanisms; and (ii) transact any other lawful business permitted under the Act.

Management of Business. Management of the business and affairs of the Company is vested in one or more managers ("**Manager**"), who have the right and authority to manage and direct the business and affairs of the Company and to make any decision with respect to the management. Benjamin Mayer is the initial Manager. A Manager has the authority to delegate management responsibilities to an agent as long as the Manager retains ultimate responsibility for the affairs of the Company.

Registered Agent and Office. The initial registered agent for the service of process is Benjamin Mayer. The registered office is the location reflected in the Articles of Organization as filed in the office of the Idaho Secretary of State. The Company may change the registered agent or office through appropriate filings with the Idaho Secretary of State.

Principal Office. The principal office of the Company is located at 2101 W. Jefferson St., Boise, ID 83702, or such other location as the Manager determines.

Articles of Organization. The Articles of Organization of the Company were filed with the Idaho Secretary of State on September 10, 2014. The Members must execute any other document (including amendments to the Articles of Organization) and take any further action that is appropriate to comply with the requirements of law for the formation or operation of a limited liability company in any state or county where the Company conducts its business.

Liability of Members and Manager. The liability of Members and any Manager is limited as provided in the Act, regardless of any participation in management of the Company.

1.11.1 Breach of Duty. Unless there is a breach of the duty of care under Sections 2.3 or 4.10 or the duty of loyalty under Sections 2.4 or 4.11, no Member or Manager of the Company is personally liable to the Company or any Member or Manager for monetary damages for breach of any duty arising under the Act.

1.11.2 Third Party Liability. No person, by virtue of the person's status as a Member or Manager of the Company, is liable to any third party under any judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company, whether arising in contract, tort, or otherwise, or for the acts or omissions of any other member, manager, agent or employee of the Company. Personal liability may not be imposed on any Member or Manager for any debt, obligation or liability of the Company because of the Company's failure to observe any formality or requirement relating to the exercise of the management of its business under this Agreement or the Act.

Status of Limited Liability Company as Separate Entity. The Company is an entity separate and independent from any Member or Manager. As evidence of its separate status:

Identification. To the extent reasonably practicable, the Company must be specifically identified as "Vini Vidi Vici LLC" in any writing containing its name, including, without limitation, any Company stationery, invoice, business card or check.

Financial Accounts. The Company must maintain its financial accounts completely separate from those of any Member or Manager.

Commingling. No Member or Manager may commingle his funds with the funds of the Company.

Personal Use of Funds. No Member or Manager may use Company funds for personal purposes.

Company Use of Funds. The Company may not use personal funds of any Member or Manager for the Company's business purposes.

Personal Liability. No Member or Manager may represent or imply to any person that any Member or Manager is personally liable for any obligation of the Company.

Title to Company Property. Any property owned by the Company, whether real or personal, tangible, or intangible, including but not limited to money, confidential, or proprietary information of the Company, other matters entrusted to any person as a result of the person's status as a Member or Manager, and any legal or equitable interest in the property (collectively, "**Property**") is owned by the Company. No Member, individually, may have any ownership interest in any Property.

Article 2: Rights and Duties of Members

Voting Rights of Members. The Members have the right to vote on all matters set forth in this Section 2.1. Matters are to be decided by the majority or unanimous affirmative vote of the Units of the Members as set forth in this Section 2.1. Each Member has the number of votes equal to the Member's Units as determined in Sections 1.3.

Majority Approval for Most Matters. The actions that require majority approval of the Members are the following:

(a) *Outside Ordinary Course.* Conduct of any activity outside the ordinary course of business transacted by the Company.

(b) *Contracts.* Contracting or incurring any liability for or on behalf of the Company in the ordinary course of business of the Company in excess of \$1,000.

(c) *Borrowing.* Borrowing money for or on behalf of the Company, or the mortgaging, deeding

in trust, pledging or otherwise encumbering Property to secure repayment of the money borrowed, involving an amount in excess of \$1,000 at any one time.

(d) *Capital Improvement.* Committing the Company to any improvement involving capital expenditure in excess of \$1,000.

(e) *Business Combination.* Merging, consolidating, or combining the Company with another entity.

(f) *New Member.* The admission of a New Member to the Company.

(g) *Amendment.* Any amendment to this Agreement.

Unanimous Consent for Certain Matters. Any action that requires the unanimous consent of all of the Members are the following:

(a) *Insider Transactions.* Any transaction with a Member or Manager, or an Affiliate of a Member or Manager including, but not limited to, the approval of taking of any action regarding any contract or transaction with a Member, Manager, or an Affiliate of a Member or Manager, or in which a Member, Manager, or an Affiliate of a Member or Manager has a direct economic interest. An "Affiliate" includes (i) a member of the immediate family of the Member or Manager, (ii) any corporation, partnership, limited liability company, or other entity in which the Member or Manager has an interest (whether or not the interest is a controlling interest), (iii) any trust of which the Member or Manager is a beneficiary, and (iv) any share-holder, partner, member, beneficiary or other person or entity with an ownership interest, beneficial interest, or other interest in the Member or Manager.

(b) *Company Continuation.* The continuation of the Company after a Dissolution Event described in Section 10.2.

(c) *Unauthorized Acts.* The authorization of a Member or Manager to do any act on be-

half of the Company that contravenes this Agreement.

Approval Not Required for Actions of Manager. Any action set forth in Section 4.6 is within the authority of Manager and does not require the approval of the Members.

2.1.4 Determination of a Majority. Whenever under the Act or the Agreement a matter is required or allowed to be approved by a majority, the matter is approved or consented to upon the receipt of the affirmative approval or consent, either in writing or at a meeting of the Members, of more than 50% of the Units of the Members entitled to vote on the matter ("**Majority**"). The votes of the following are not to be considered for the purposes of determining a Majority: (i) Any Assignee of Units, (ii) in the case of any approval to withdraw where consent of the remaining Members is required, the dissociating Member, and (iii) in the case of votes to terminate a Member's status as a Manager, the Member who is the Manager subject to the vote.

Member's Compensation and Expenses. No Member is entitled to any compensation for performance of services required by virtue of a Member's status as a Member. Any Member may receive reasonable direct or indirect compensation from the Company for any service rendered or to be rendered, goods or property furnished, or other consideration provided to the Company. Any Member is entitled to prompt reimbursement for any direct expense incurred on behalf of the Company including, but not limited to, any organizational expense and authorized out-of-pocket expense.

Member's Duty and Standard of Care. A Member's duty of care to the Company and to the other Members in the discharge of the Member's duties to the Company including, but not limited to, the winding up of the Company's affairs, is limited to not (i) engage in grossly negligent or intentional misconduct, (ii) act in bad faith, or (iii) commit a knowing violation of law. In discharging any duty, a Member is fully protected in relying in good faith upon the records required to be maintained under this Agreement, and upon any information, opinion, report or statement by any Manager, other Mem-

ber, agent or other person as to any matter (i) the Member reasonably believes is within the person's professional or expert competence and (ii) has been selected with reasonable care by or on behalf of the Company. This includes any information, opinion, report or statement as to the value and amount of any asset, liability, profit or loss of the Company, or any other fact pertinent to the existence and amount of assets from which distributions to Members might properly be paid.

Member's Duty and Standard of Loyalty.

A Member's duty of loyalty to the Company and to the other Members in the discharge of the Member's duties to the Company, including the winding up of the Company's affairs, includes:

(a) *Account.* Account to the Company and (except with respect to a transaction permitted under Section 2.5) to hold as trustee for the Company any Property, profit or benefit derived by the Member, including the appropriation of a Company opportunity, from any transaction connected with the conduct or winding up of the Company's business or from any use of the Property.

(b) *Fairness.* Act fairly when dealing with the Company as, or on behalf of, a party having an interest adverse to the Company's.

(c) *Good Faith.* Perform the Member's obligations and exercise the Member's rights consistent with the duties of good faith and fair dealing.

(d) *Non-competition.* Refrain from competing with the Company in the conduct of the Company's business before the Company is dissolved.

Conflicts of Interest. A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. The rights and obligations of a Member who transacts business with the Company are the same as those of a person who is not a Member, subject to other

applicable law. No transaction with the Company is voidable solely because a Member has a director or indirect interest in the transaction if either (i) the transaction is fair to the Company or (ii) a Majority of the disinterested Members, knowing the material facts of the transaction and the Member's interest, authorize, approve, or ratify the transaction.

Loans from Members or Affiliates. A Member or an Affiliate may make a loan to the Company on the terms and conditions a Majority (excluding the interested Member) determines to be fair and reasonable, provided that the interest rate payable on any loan does not exceed the highest interest rate of the interest rates paid by the Company on any loan from a person or entity other than a Member or an Affiliate. Any Member or Affiliate who makes a loan to the Company (except as may be provided otherwise by the terms and conditions of the loan) has the same rights and obligations with respect to the loan as a person who is not a Member or Affiliate. The amount of any loan made to the Company, or guaranteed or otherwise arranged, by a Member is not an increase in the Member's capital contribution or a contribution to the Company. The making of a loan does not entitle the Member to an increased share of any profit, loss or distribution to be made under this Agreement.

Member's Time Commitments. Each Member will decide how much time to devote to the business that is necessary for the efficient operation of the Company's business.

Representations and Warranties. Each Member and, in the case of an organization, each person executing the Agreement on behalf of the organization, represents and warrants to the Company and each other Member that:

Member Organization. If a Member is an organization, the Member is duly organized, validly existing, and in good standing under the law of its state of organization and that it has full organizational power to execute and agree to the Agreement and to perform the Member's duties and obligations under the Agreement.

Investment Purpose. The Member is acquiring Units for the Member's own account as an investment and without the intent to sell or distribute the Units.

2.9 Information Relating to Company.

Each Member or an authorized representative, at the requesting Member's expense, has access to and may inspect and copy, during ordinary business hours, any book or record of the Company.

Article 3: Meetings of Members

Annual and Special Meetings. There is no requirement that the Members hold annual or special meetings pursuant to this Agreement. Any Member or Members holding at least 25% of the Units held by Members or a Manager may call an annual or special meeting of the Members.

Notice of Meetings. Except as provided in Section 3.4, the Members must be notified of the place, day, and hour of the meeting and the purpose for which the meeting is called. The notice must be delivered not less than 10, nor more than 60, days before the date of the meeting.

Place of Meetings. The place of the meetings is the principal office of the Company specified in Section 1.9 unless a Majority agrees on another location.

Meeting of All Members. If all of the Members meet at any time and place and consent to the holding of a meeting at such time and place, the meeting is valid without call or notice, and at the meeting any lawful action may be taken.

Telephonic Meetings. Any Member may participate in any meeting by telephone or other electronic means. The Member so participating may vote if no other Members raise objection as to the Member's identity.

Record Date. The date on which the notice of the meeting is effective or the date on

which the resolution declaring a distribution is adopted is the record date for the determining Members entitled to (i) notice of, or to vote at, any meeting of Members or any adjourned meeting or (ii) receive payment of any distribution. When a determination of Members entitled to vote at any meeting of Members has been made under this section, the determination also applies to any adjournment.

Quorum. A Majority, represented in person or by proxy, is a quorum at any meeting of Members. If there is no quorum at a meeting, a majority of Units represented may adjourn the meeting for a period not to exceed 60 days without further notice. If the adjournment is for more than 60 days, or if after the adjournment a new record date is fixed for the adjourned meeting, each Member of record entitled to vote at the meeting must be notified of the new meeting date. At the adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the original meeting. Members present at a duly organized meeting may transact business until adjournment, even if Members, who hold a number of Units the absence of which would cause less than a quorum to be present, withdraw from the meeting.

Manner of Acting. If a quorum is present, the affirmative vote of a Majority is the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act, the Articles of Organization, or this Agreement. If the vote of the Members results in a tie, then the matter voted on is not passed and there is no action taken by the Members or the Company.

Proxies. At any meeting of Members, a Member may appear and vote in person or by proxy executed in writing by the Member. Each Member may authorize any person to act for the Member by proxy on any matter in which the Member is entitled to participate. The proxy must be signed, dated and filed with the Company before or at the time of the meeting. No proxy is valid after twelve months from the date of its execution.

Action by Members Without a Meeting

.Actionrequiredorpermittedtobetakenata meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by a Majority, and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section is effective when a Majority have signed the consent, unless the consent specifies an earlier or later effective date. The record date for determining Members entitled to take action without a meeting is the date the first Member signs the consent.

Waiver of Notice. When any notice is required to be given to any Member, a waiver of the notice in writing signed by the person entitled to the notice, whether signed before, at, or after the time stated in the notice, is equivalent to the giving of the notice.

Article 4: Management

Management. Except as otherwise provided in this Agreement, any determination, decision, approval or action affecting the Company and its business and affairs are to be determined, made, approved or authorized by the Manager. Subject to the limitations set forth in this Agreement, the Manager has the sole and exclusive right and power to manage the business of the Company and to do all things necessary or convenient to carry out the business and affairs of the Company. The Manager has any right or power possessed by Members under the Act including, without limitation, the rights and powers described in this Article.

Manager Decisions. If there is only one Manager, the Manager has the sole power and authority to act as the Manager. If there are two Managers, they must act by unanimous consent. If there are three or more Managers, the Managers act by majority in number.

Number of Managers. The Company initially has one Manager. Thereafter the number of Managers of the Company will be fixed by vote of a Majority. In no instance may there be less than one Manager. If a person desig-

nated as a Manager ceases to be a Manager, then the Members must elect one or more Managers pursuant to Section 4.4.

Term of Office; Election of Manager. A Manager will serve as a Manager until (i) replaced by vote of a Majority, either at a meeting of the Members specifically called for such purpose or by written consent; or (ii) the earlier termination of the Manager's status as a Manager under Section 4.12.

Authority of Manager. Unless otherwise provided in this Agreement or by resolution of the Members, (i) a Manager has the power and the right to do all things necessary or convenient to carry out the business and affairs of the Company under the Act, and (ii) management decisions do not require the consent and agreement of the Members. The Manager's authority includes, but is not limited to, the power to:

(a) *Manage.* Manage the Company.

(b) *Acquire Property.* Acquire by purchase, lease, or otherwise any real or personal property from any person, including an Affiliate of a Member.

(c) *Operate.* Operate, maintain, finance, improve, construct, own, lease, grant options, or otherwise manage any real or personal property.

(d) *Dispose.* Sell, convey, assign, mortgage, lease, grant options, or otherwise transfer any interests in real or personal property.

(e) *Contracts.* Execute and perform any agreement, contract, document, insurance, certification, deed, lease, mortgage, deed of trust, mortgage note, promissory note, bill of sale, or other instrument, and make any truthful representation or warranty, in connection with the management, maintenance, operation, transfer, conveyance, or encumbrance of the Company or any of the Company's Property.

(f) *Debt.* Incur indebtedness and borrow money from and issue evidence of indebtedness to a financial institution, Member, Manager, or affiliate of a Member or Manager; secure the indebtedness

by mortgage, pledge, or other lien on any Company Property; prepay in whole or in part, re-finance, recast, increase, modify, or extend any indebtedness of the Company or affecting the Company's Property; and execute any extension or renewal of any encumbrance on any of the Company Property.

(g) *Funds.* Hold the Company's funds, open and maintain bank accounts, determine the signatories on bank accounts, invest Company funds temporarily in time deposits, short-term governmental obligations, commercial paper or other short-term investments, and distribute funds to the Members by way of cash, income, return of capital, or otherwise distribute Property according to the provisions of this Agreement.

(h) *Employees.* Contract on behalf of the Company for the employment and services of employees and independent contractors including, but not limited to, lawyers and accountants, and delegate to those persons the duty to manage or supervise any of the Property or operations of the Company.

(i) *Redemption.* As approved by a Majority, cause the Company to purchase or redeem any Member's Units.

(j) *Claims.* Institute, prosecute, defend, settle, compromise, and dismiss any claim, lawsuit or other judicial or administrative proceeding brought by or in behalf of, or against, the Company, Members, or Managers, and to engage counsel or others in connection with the proceeding.

(k) *Any Other Action.* Take, or refrain from taking, any action, not expressly proscribed or limited by this Agreement, as may be necessary or appropriate to accomplish the purpose of the Company.

Reliance on Manager. Any person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by any Manager as to:

(a) *Identity.* The identity of any Member or Manager.

(b) *Facts.* The existence or nonexistence of any fact which is a condition precedent to an act by a Manager or which is in any other manner germane to the affairs of the Company.

(c) *Authority.* Any person who is authorized to execute and deliver any instrument or document of the Company.

(d) *Other Actions.* Any act or failure to act by the Company or any other matter involving the Company or any Member or Manager.

Manager's Signatures on Documents. Unless otherwise provided in this Agreement or by resolution of the Company, the signature of the Manager (the number of signatures required areas provided in Section 4.2) is necessary and sufficient to (i) convey title to any real or personal Property owned by the Company, (ii) execute any promissory note or other instrument of indebtedness, or (iii) execute any trust deed, mortgage, security agreement or other hypothecation instrument. A copy of this Agreement may be shown to the appropriate party to confirm a Manager's authority. The Members appoint a Manager as their attorney-in-fact for the execution of the documents on behalf of the Members.

Reporting to Members. The Manager must render true and full information of any matter affecting the business or affairs of the Company to each Member and to the legal representative of any deceased Member or Member under legal disability.

Manager's Standard of Care. A Manager's duty and standard of care to the Company and to the Members in the discharge of the Manager's duties are the same as a Member's duty and standard of care set forth in Section 2.3.

Manager's Standard of Loyalty. A Manager's duty and standard of loyalty to the Company and to the Members in the discharge of the Manager's duties are the same as a Member's duty and standard of loyalty set forth in Section 2.4.

Compensation of Manager.

Expenses and Services.

A Manager must be reimbursed for any reasonable expense incurred in managing the Company. If so decided by a Majority, a Manager is entitled to compensation for services provided to the Company under the terms decided by the Majority.

Compensation Not A Distribution.

If compensation is paid to a Manager who is a Member, the compensation is paid as a guaranteed payment for management and other services rendered to the Company. To the extent compensation to a Manager who is a Member is authorized pursuant to Section 4.11.1, the compensation is cumulative and is a debt of the Company to the Manager to the extent not paid in any taxable year. Any amount paid under this Section 4.11 is intended to be a guaranteed payment within the meaning of Section 707(c) of the Internal Revenue Code, as amended ("**Code**"), and may not be treated as a distribution for purposes of computing the recipient's capital account.

Termination of Manager.

Events of Termination.

A Manager stops being a Manager upon the first of (i) the Manager's voluntary resignation; (ii) the Manager's bankruptcy; (iii) the Manager's death, permanent disability or mental incompetence; (iv) the Manager's disassociation as a Member; (v) the Manager's replacement by vote of a Majority pursuant to Section

4.5. The termination of a person as Manager does not discharge any debt the Manager may have to the Company, and the Company may collect on the debt by any means, including offsetting the amount the Manager owes the Company against any amount otherwise distributable or payable by the Company to the Manager.

Termination of Manager Who Is A Member. The cessation of a Member's status as a Manager does not affect the person's rights as a Member and is not a disassocia-

tion of the person as a Member. If a Manager is also a Member, the Company does not dissolve as a result of the cessation of the Member's status as a Manager.

Vacancy. If a Manager's status as a Manager is terminated, the resulting vacancy may be filled by affirmative vote of a Majority.

Chief Executive Officer. The Company may employ an individual to serve as a Chief Executive Officer of the Company. The Chief Executive Officer is responsible for governing the day-to-day operations of the Company and for facilitating the Company's future growth. The Chief Executive Officer may also serve as a Manager of the Company and may acquire Units and be a Member of the Company. The Chief Executive Officer reports to the Manager. The Manager has the sole discretion to set, amend and otherwise modify the performance, duties, base salary and incentive compensation (if any) of the Chief Executive Officer. If the Chief Executive Officer is also a Manager of the Company, the Chief Executive Officer may not participate in any decision of the Manager relating to the employment and compensation of the Chief Executive Officer. The performance, duties, base salary and incentive compensation of the Chief Executive Officer must be set forth in a written executive employment agreement between the Company and the Chief Executive Officer and the terms of that agreement prevail over contrary terms in this Agreement.

Article 5: Records and Accounts

Records to be Maintained. The Company must maintain the following records and information at its principal office:

(a) *Books of Account.* Complete and accurate books of account of the Company's affairs.

(b) *Members and Addresses.* A list of the Members setting forth the full name and last known mailing address of each current and past Member.

(c) *Certificate of Organization.* A copy of the Certificate of Organization and any amendment to the Certificate of Organization.

(d) *Agreement.* A copy of the Agreement and any amendment to the Agreement, and a copy of any written operating agreement no longer in effect.

(e) *Financial Statements.* A copy of all financial statements of the Company for the three most recent years.

(f) *Tax Returns.* A copy of the Company's federal, foreign, state and local income tax returns and reports, if any, for the three most recent years.

Reports. The Manager must close the Company's books of account promptly after the close of each calendar year, and prepare and send to each Member a statement of the Member's distributive share of income and expense for federal income tax reporting purposes.

Article 6: Distributions

Distributions may be paid to the Members out of any available funds when and in an amount the Manager determines.

Article 7: Transfers of Units

Restriction on Transfer of Securities. The Units have not been registered under the Securities Act of 1933 or any state securities laws, and may not be resold or transferred by a Member without appropriate registration or the availability of an exemption from the registration requirements.

Transfers Prohibited. Except as permitted in Section 7.4, a Member may not sell, assign, transfer, exchange, pledge, encumber, gift, bequeath, or transfer by operation of law or otherwise (collectively "**Transfer**") any of the Member's Units. Each Member acknowledges the reasonableness of the restrictions set forth in this Section in view of the Company's purposes and the relationships among the Members and Manager.

Prohibited Transfers Void. Any actual or attempted Transfer of any of the Member's Units not expressly permitted by this Agreement is null and void and is a breach of this Agreement. The restrictions on Transfer are specifically enforceable.

Permitted Transfers. A Transfer is permitted only if the Transfer is one or more of the following:

(a) *Family Transfer.* Transfer to Family pursuant to Section 7.5.

(b) *Assignment.* Assignment pursuant to Section 7.6.

(c) *Death.* Transfer to an Assignee upon death or incompetency pursuant to Section 7.7.

(d) *Non-Family Transfer.* Transfer to non-Family pursuant to Section 7.8.

Permitted Transfers to Family.

Transfers to Family. A Member, or an individual who owns 50% or more of the equity of a Member, has the right to Transfer any of the Member's Units to a spouse, sibling, lineal descendant, spouse of a lineal descendant, or ancestor (collectively "**Family**"), or any entity created primarily for the benefit of a Family member or members, without the consent or approval of the Company or any Members. Upon receipt of the Units, a Family member who is not already a Member automatically becomes a Member. Any permitted Transfer to Family is not subject to (i) Section 7.8, including but not limited to the unanimous written consent and right of first refusal requirements or (ii) Article 9 relating to New Members, except that the transferee Family member must execute and deliver a copy of this Agreement.

Dissociation Upon Transfer. Transfer of all of a Member's Units under this Section 7.5 results in the Member's dissociation from the Company pursuant to Section 8.3(d), and the Member then ceases to be a Member.

Permitted Assignments. A Member may assign any of the Member's Units to another person or entity ("**Assignee**") without the consent or approval of the Company or Members. In the event of an assignment, the Member remains a Member of the Company and the Assignee is not a Member of the Company. The Assignee has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to the Members' share of

(i) any distribution and return of capital, and (ii) the net profits and losses determined by generally accepted accounting principles under the method of accounting adopted by the Company reported on the tax return of the Company filed for federal income tax purposes. Assignment of all of the Member's Units under this Section 7.6 does not result in Member's Dissociation from the Company unless unanimous consent is granted under Section 8.4. The Assignee becomes a Member of the Company only if (i) the Member has complied with the provisions of Section 7.8 including, but not limited to, the unanimous written consent and right of first refusal requirements of that Section, and (ii) the Assignee has complied with the provisions of Article 9 relating to New Members.

Permitted Transfers Upon Death or incompetency. Upon a Member's death, the Member's personal representative or administrator succeeds to the Member's Units as an Assignee. If a Member is adjudicated insane, incompetent or incapacitated, the Member's executor, administrator, guardian, conservator or other legal representative succeeds to the Member's Units as an Assignee. Any further transfers by the Assignee must comply with (i) Section 7.5 relating to transfers to Family Members or, (ii) if the transferees are not Family Members, with Section 7.6 relating to permitted assignments. Death or incompetency of a Member results in the Member's Dissociation from the Company pursuant to Section 8.3(e).

Permitted Transfers to Non-Family. A Member may Transfer Units to a non-Family person or entity only after complying with this Section 7.8. Transfer of all of the Member's

Units pursuant to this Section 7.8 results in Member's Dissociation from the Company pursuant to Section 8.3(f).

Unanimous Consent. The Member must obtain the unanimous written consent of the other Members to the proposed transfer to non-Family persons or entities. A Member may refuse to grant consent for any reason.

Right of First Refusal. The Member ("**Selling Member**") must comply with the right of first refusal set forth in this Section for any Transfer of any of the Member's Units to a non-Family person or entity.

(a) *Offer.* The Selling Member must make a written offer to sell the Units to the Company and the other Members on the same terms, conditions and price offered by the proposed transferee ("**Offer**"). The Offer must state the name of the proposed transferee and all the terms, conditions and price of the proposed transfer.

(b) *First Refusal.* The Company has the first right to purchase the Selling Member's Units for the first 30 days on the terms set forth in the Offer, and the remaining Members have the right to purchase the Selling Member's Units for the next 30 days on the terms set forth in the Offer.

(c) *Buying Members.* Not all of the Members must participate in the purchase. In exercising the right to purchase, the Members participating in the purchase ("**Buying Members**") may divide the Selling Member's Units among themselves in any manner in which the Buying Members determine. In the absence of an agreement, the Buying Members must divide the Selling Member's Units in proportion to the Buying Members' Units in the Company as of the time the Offer is made.

(d) *Notice.* To exercise the right to purchase, the Company or the Buying Members must notify the Selling Member of their decision to purchase all or a portion of the Selling Member's Units within the 30 day period for the Company or the 60 day period for the Buying Members.

(e) *Transfer.* If the Company and the Buying Members do not elect to purchase any of the Selling Member's Units, the Selling Member may transfer the unsold portion of the Selling Member's Units to the proposed transferee named in the Offer. If the Selling Member does not complete the sale to the proposed transferee within 90 days after the notice of the Offer to the Company or Buying Members, then the provisions of this Section 7.7 again apply to the original or any new Offer.

Article 8: Dissociation

Dissociation Prohibited. Except as permitted in Section 8.3, a Member may not (i) cease to be a Member of, or voluntarily or involuntarily dissociate from, the Company (collectively "**Dissociation**"), or (ii) remove or expel another Member by vote of the remaining Members. Each Member acknowledges the reasonableness of the restrictions set forth in this Section in view of the Company's purposes and the relationships among the Members.

Prohibited Dissociation Void. Any actual or attempted Dissociation that is not expressly permitted by this Agreement is null and void and is a breach of this Agreement. The restrictions on Dissociation are specifically enforceable.

Permitted Dissociation. A Dissociation is permitted only if the Dissociation results from one or more of the following:

(a) *Consent.* The mutual consent of the Members pursuant to Section 8.4.

(b) *Expulsion.* Expulsion by vote of a Majority pursuant to Section 8.5 or by judicial termination pursuant to Section 8.6.

(c) *Bankruptcy.* Bankruptcy pursuant to Section 8.7.

(d) *Family Transfers.* Transfers made to Family pursuant to Section 7.5.

(e) *Death.* Transfers made upon death or incompetency pursuant to Section 7.7.

(f) *Non-Family Transfers.* Transfers made to non-Family pursuant to Section 7.8.

Dissociation by Mutual Consent. A Member is dissociated from the Company upon the mutual written consent of all Members, under the terms and conditions as the Members agree.

Dissociation by Expulsion of Member. A Member is dissociated from the Company upon the occurrence of (i) the Member's expulsion by vote of a Majority of remaining Members of the Company and (ii) any one or more of the following circumstances:

(a) *Illegality.* It is unlawful to carry on the Company's business with the Member.

(b) *Transfer of Units.* There has been a prohibited voluntary or involuntary transfer of all or substantially all of the Member's Units, other than a court order charging the Member's Units that has not been foreclosed.

(c) *Corporate Member's Dissolution.* 90 days has lapsed after the Company notifies a corporate Member that the corporate Member will be expelled because (i) the corporate Member has filed a certificate of dissolution or the equivalent, its charter has been revoked, or its right to conduct business has been suspended by the jurisdiction of incorporation, and (ii) the corporate Member fails to timely obtain a revocation of the certificate or dissolution or reinstatement of its charter or its right to conduct business.

(d) *Partner Member's Dissolution.* The Member is a partnership or a limited liability company that has been dissolved.

Dissociation by Expulsion by Judicial Determination. A Member may be expelled by judicial determination, upon the application by the Company, a Manager or another Member, that (i) the Member engaged in wrongful conduct that adversely and materially affected the Company's business, (ii) the Member willfully or persistently

committed a material breach of this Agreement or committed a material breach of the duties owed to the Company, Manager or Members, or (iii) the Member engaged in conduct that makes it impracticable to carry on the Company's business with the Member.

Dissociation by Bankruptcy. A Member ceases to be a Member of the Company and becomes an Assignee if the Member (i) makes an assignment for the benefit of creditors, (ii) files a voluntary petition in bankruptcy, (iii) is adjudicated a bankrupt or insolvent, (iv) files a petition or answer seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation, (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding of this nature, or (vi) seeks, consents to, or acquiesces to the appointment of a trustee, receiver or liquidator of the Member or of all or any substantial part of the Member's property. Any further transfer by the Assignee must comply with (i) Section 7.5 relating to Transfers to Family and (ii) Section 7.8 relating to permitted Transfers. This Section 8.7 does not result in a member's Dissociation if the Member obtains the written consent of all other Members to the Member remaining a Member of the Company upon the occurrence of any of the events listed in this Section 8.7.

Rights of Dissociating Member Where Dissolution Results. If the Dissociation of a Member causes a dissolution and winding up of the Company, the Dissociating Member is entitled to participate in the winding up of the Company to the same extent as any other Member except that any distributions to which the Member would have been entitled are reduced by the damages sustained by the Company as a result of the dissolution caused by the Dissociation and winding up.

Member's Power to Dissociate. A Member has the power to Dissociate from the Company at any time by express will of the Member. The rightfulness or wrongfulness of

the Member's Dissociation is to be determined by this Agreement. Dissociation, whether rightful or wrongful, causes dissolution of the Company pursuant to Section 10.2(b) unless the remaining Members elect to continue the Company pursuant to Section 10.3.

Wrongful Dissociation. A Member's Dissociation from the Company is wrongful if the Dissociation occurs in breach of an express provision of this Agreement. A Member who wrongfully Dissociates from the Company is liable to the Company and to the other Members for damages caused by the Dissociation. The liability is in addition to any other obligation of the Member to the Company or to the other Members. If the Company elects not to dissolve and wind up its business following a Member's wrongful Dissociation, damages sustained by the Company for the wrongful Dissociation may be offset against distributions otherwise due to the Member after the dissolution.

Effect of Member's Dissociation. If the Company continues despite the Member's wrongful Dissociation, then (i) the Member ceases to be a Member and is an Assignee of Units, (ii) the Company must purchase the dissociated Member's Units pursuant to Section 8.12, and (iii) the Member's duty of loyalty and duty of care continue only with regard to matters arising and events occurring before the Member's Dissociation, unless the Member participates in winding up the Company's business.

Company Purchase of Dissociated Member's Units. If the Company continues pursuant to Section 10.3 following a Member's Dissociation, the Company must purchase the dissociated Member's Units for their fair market value.

Fair Market Value. The fair market value is to be determined as of the date of the Member's Dissociation based on (i) an appraisal of the market value of the Company's assets assuming that the assets are sold in an arm's length transaction within 6 months, (ii) minus any liability of the Company, (iii) minus any damage suffered by the Company and the other Members because of the Member's wrongful Dissociation, (iv) minus any other amount owing, whether or not currently due,

from the dissociated Member to the Company or other Members, (v) adjusted for the minority discount, if any, applicable to the dissociated Member's Units, and (vi) adjusted by any other factor that is commercially reasonable to apply.

Company Offer. The Company must deliver a purchase offer to the dissociated Member no later than 90 days after the date the Company receives actual notice of the dissociation. The purchase offer must state (i) the fair market value of the dissociated Member's Units, and (ii) the payment terms. The Company may select payment terms that range between (i) payment in full in cash at closing to (ii) payment by a promissory note in up to 120 equal monthly installments. Any promissory note must (i) commence payment on the first day of the month following the closing set forth in Section 8.12.3, (ii) be secured by the Company's assets, (iii) be subordinated to any security interest of any lender to the Company, (iv) be at a commercially reasonable variable interest rate, (v) be with the right of prepayment and (vi) be with other terms and conditions customary for that type of promissory note. The purchase offer must be accompanied by (i) an explanation of how the Company determined the fair market value of the dissociated Member's Units, (ii) any available documentation supporting the determination, and (iii) the right for the dissociated Member to review the Company's books and records.

Dissociated Member's Response. The dissociated Member may either accept or reject the Company's purchase offer. If the dissociated Member accepts the Company's purchase offer, then the parties must close the purchase within 30 days of the acceptance according to the terms of the purchase offer. If the dissociated Member rejects the Company's purchase offer, then the dissociated Member has a Claim against the Company under Article 11 and the parties must resolve the Claim as provided in Article 11.

Article 9: New Members

Admission of New Member. Unless otherwise provided in this Agreement, this Article governs when (i) a person is admitted as a New Member, (ii) an Assignee is admitted as a New Member, and (iii) a person receiving Units by Transfer is admitted as a New Member (collectively "New Member"). The admission of a New Member in substitution for an existing Member, without more, does not release the existing Member from any liability to the Company that existed prior to the admission. A New Member has all the rights and powers, and is subject to all the restrictions and liabilities, of all other Members.

Majority Consent. Except as provided in Section 7.5 relating to Family, the affirmative vote or written consent of a Majority is required for any person to be admitted as a New Member. If consent is not granted, the person or transferee is only an Assignee and has no right to participate as a Member in the business and affairs of the Company or to inspect or copy Company books and records, which rights remain in the transferor Member.

Conditions on Admission. As conditions of admission as a Member, the New Member:

(a) *Documents.* Execute and deliver the documents (including but not limited to this Agreement), in form and substance satisfactory to all other Members.

(b) *Expenses.* Pay any reasonable expense in connection with admission as a New Member, including but not limited to, the cost of preparing and filing any amendment of this Agreement or the Certificate of Organization necessary or desirable in connection with the admission of the New Member.

(c) *Contribute.* Contribute to the Company, in the form of the New Member's capital contribution, an amount agreed by the other Members.

Execution of Agreement by New Members. A New Member and the New Member's spouse are bound by the obligations of this Agreement regardless of whether the New Member or New Member's spouse signs this Agreement. A New Member and the New Member's spouse must

sign Schedule 9.4 evidencing consent to be bound by the terms of this Agreement as a prerequisite to receiving any distribution from the Company.

Article 10: Dissolution and Winding Up

Continuity. The Company will continue until dissolved and its affairs wound up.

Dissolution. The Company must dissolve upon the first to occur of the following events ("**Dissolution Events**"), unless the Company is continued under Section 10.3:

(a) *Consent.* The written consent of all of the Members.

(b) *Dissociation.* The Dissociation of a Member.

(c) *Unlawful Act.* Any event that makes it unlawful for the business of the Company.

(d) *Judicial Decree.* The entry of a decree of judicial dissolution.

(e) *Disposition of Assets.* If the Company (i) voluntarily or (ii) involuntarily (by way of condemnation or similar proceeding) disposes of all or substantially all of its Property.

(f) *Required Dissolution.* Any other event causing dissolution of a limited liability company under the Act.

Continuance Superseding Dissolution. Notwithstanding the occurrence of a Dissolution Event, the remaining Members may continue the business of the Company and override the dissolution. This right of continuation can be exercised only by the affirmative vote, approval or consent of the Members holding the remaining Units to continue the business of the Company within 90 days after the later of (i) the occurrence of or (ii) the discovery of a Dissolution Event. If the right of continuation is exercised, then (i) the Company and its business continues without interruption and (ii) this Agreement

remains in effect. If the right of continuation is not exercised, then (i) the right of the Members to continue the business of the Company terminates and (ii) the Company's affairs are to be wound up pursuant to this Article 10.

Effect of Dissolution. Upon the Company's dissolution and the failure of the remaining Members to continue the Company, the Company must cease carrying on, and must wind up, the Company's business. Upon completion of the winding up, the Company terminates.

Winding Up. To wind up the Company's business, the Manager or, if the Manager is unwilling to serve, a person selected by a Majority must act as a liquidator ("**Liquidator**"). The Liquidator has full power and authority to (i) sell, assign and encumber any or all of the Company's assets, (ii) wind up and liquidate the Company's affairs in a commercially reasonable manner, (iii) prepare and distribute an accounting from the date of the last previous accounting to the date of dissolution, and from the date of dissolution to the date of termination, and (iv) distribute the proceeds from liquidation in accordance with Section 10.6.

Distribution of Assets on Dissolution. Upon the winding up of the Company, the Liquidator must distribute all Property owned by the Company in the following sequence:

Creditors. To creditors, including any Members or Manager who is a creditor, to the extent permitted by law, in satisfaction of Company Liabilities.

Members. Liquidation proceeds are to be paid by the later of (i) 60 days of the end of the Company's taxable year or (ii) 90 days after the final date of liquidation. The distributions are to be in cash or in kind (which need not be distributed proportionately) or partly in both, as determined by the Members. Liquidation proceeds are to be distributed to each Member *pro rata* based on each Member's percentage ownership interest in the total Units of the Company having been issued to the Members, up to the amount of each Member's aggregate capital contributions to the Company.

Distribution in Kind. If the Liquidator determines that Company Property should be distributed in kind to the Members, the Liquidator must obtain an independent appraisal of the fair market value of the Property as of a date reasonably close to the date of liquidation. Distribution of Property in kind to a Member is to be considered a distribution of an amount equal to the Property's fair market value for purposes of Section 10.6.

Completion of Winding Up and Termination. The winding up of the Company is completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonable adequate provision therefore has been made, and all of the remaining Property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, a certificate of dissolution is to be delivered to the Secretary of State for filing. The certificate of dissolution must set forth the information required by the Act. The Company will terminate when the certificate of dissolution is filed by Secretary of State.

Article 11: Disputes and Remedies

Claim. "Claim" means any actual or alleged dispute, controversy, breach, loss, de-fault, harm, damage, penalty, fee or cost relating to or arising from (i) this Agreement, (ii) any provision of this Agreement, or (iii) the actions or non-actions contemplated by this Agreement. Claims include, but are not limited to, Claims by third parties and any former Member or Manager.

Claim Notice and Cure Period. A party making a Claim must notify the defaulting party of the Claim. From the effective date of notice the defaulting party has 28 days to cure the Claim. If the Claim continues after the 28 day cure period, then the parties must resolve the Claim as provided in Section 11.3.

Claim Resolution Procedure. If a Claim is not cured, the parties must first attempt to settle the Claim by direct discussions. If the

Claim is not settled by direct discussions, then the parties must attempt to settle the Claim in mediation administered by the American Arbitration Association under its Commercial Mediation Rules. Thereafter, any unresolved Claim is to be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with the award to be entered as a final judgment in any court having jurisdiction.

Rights and Remedies. Except as otherwise expressly provided in this Agreement, an aggrieved party has any right or remedy available in law, in equity, and in this Agreement. Any right or remedy described in this Agreement is cumulative and not alternative to any other right or remedy available at law or in equity.

Injunction Remedies. In addition to any other right or remedy the Company or a Member may have, the Company and each Member has the right to specifically enforce this Agreement including, but not limited to, the restrictions on Transfer set forth in Article 7. Each Member acknowledges that the other Members and the Company will be irreparably damaged if this Agreement is not specifically enforced. Upon a breach or threatened breach of any term, covenant or condition of this Agreement by any party, each of the other parties, in addition to all other remedies, is entitled to seek a temporary and permanent injunction, without showing any actual damage, and may seek a decree for specific performance.

Indemnification. The Company must defend, indemnify and hold each Member, Manager and their respective agents harmless from any Claim to the fullest extent allowed by law including, but not limited to, any Claim incurred arising from or related to a proceeding in which a person is a party solely because of the person's status as a Member or Manager. No Member or Manager is to be indemnified from any liability for gross negligence, willful misconduct, bad faith, knowing violation of law, breach of the duty of care under Sections 2.3 or 4.9, or duty of loyalty under Sections 2.4 or 4.10.

Attorney Fees and Costs. In the event of a Claim, the prevailing party is to be awarded reasonable attorney fees and costs in any suit, action

or proceeding, including trial, arbitration, mediation, or appeal, as awarded by the court, arbitrator or mediator.

Article 12: Boilerplate

Coordination of Agreement and Act.

Except to the extent a provision of the Agreement is expressly prohibited or ineffective under the Act, the Agreement governs, even when inconsistent with, or different than, the provisions of the Code, the Act or any other law or rule. To the extent any provision of the Agreement is prohibited or ineffective under the Act, the Agreement is to be considered amended to the smallest degree possible in order to make the Agreement effective under the Act. If the Act is amended or interpreted to make any provision of the Agreement that was formerly invalid to be valid, the provision is to be considered to be valid from the effective date of the interpretation or amendment. To the extent the provisions of the Act apply to the Company, a Manager or a Member notwithstanding the provisions of this Agreement, the provisions of the Act in effect as of the Effective Date are incorporated into this Agreement.

Notices. When a party is permitted or required to notify the other party under this Agreement, in order to be effective, the notice must be in writing, signed by the person giving the notice and delivered personally or by a recognized overnight delivery service with return receipt, or sent by certified mail, return receipt requested to the other party, at the address below. A party may change its address to receive notices by notifying the other party of the new address. The effective date of a notice is the date the other party receives the notice or refuses delivery if delivered personally, otherwise the date of delivery as established by the return receipt or courier service confirmation (or the date on which the return receipt or courier service confirms that acceptance of delivery was refused by the addressee). Notices to a Member must be sent to the last address on file with the Company for the Member. Notices to the

Company and a Manager must be sent to the Company's Principal Office.

No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties. The parties do not intend to confer any third-party beneficiary right upon any other person.

Successors. This Agreement is binding upon each party and their respective heirs, executors, administrators, successors, and permitted assigns, Assignees, Transferees and successors-in-interest to any of the Units.

Amendment. This Agreement may only be modified in writing, signed by each Member.

Further Assurances. Each party must execute and deliver any document required to implement any provision of this Agreement.

No Waiver. A party's failure to insist on strict performance of a term of this Agreement is not a waiver of that party's right to demand strict compliance with the term in the future.

Entire Agreement. This Agreement and any Exhibit or Schedule attached or incorporated by reference is the entire Agreement between the parties with respect to its subject matter. This Agreement supersedes and replaces any prior or contemporaneous agreement, written or verbal, between the parties regarding its subject matter.

Interpretation. This Agreement must be interpreted in accordance with the plain meaning of its terms and not strictly for or against either party.

Captions. Captions contained in this Agreement are for convenience and reference and may not be used to interpret this Agreement.

Number and Gender. Whenever required by the context, the singular includes the plural, the plural includes the singular, and the gender of any pronoun includes all genders.

Counterparts. This Agreement may be executed in multiple copies, each of which is the complete Agreement, but all of which together are one

and the same instrument. Each party must execute any duplicate or replacement counterpart of this Agreement as may be required to implement its terms.

Applicable Law. This Agreement is governed by and must be construed in accordance with the laws of the State of Idaho as if entirely performed in that State and without reference to its conflicts of law rules. The courts located in Idaho have exclusive jurisdiction to adjudicate any dispute in connection with this Agreement. Each party consents to the exercise of personal jurisdiction by the courts located in Idaho.

Venue. Venue for any action in connection with this Agreement is in Ada County, Idaho. Each party consents to the jurisdiction of any local, state or federal court situated there and waives any objection which it may have pertaining to improper venue or forum non conveniens in any proceeding in any of those courts.

Severability. If any portion of this Agreement is held to be invalid or unenforceable, the invalidity or unenforceability does not affect the validity or enforceability of the remainder of this Agreement. If the invalidity or unenforceability is due to the unreasonableness of any restriction, the restriction is effective to the extent that a court determines it to be reasonable. If any covenant or restriction is held to be unenforceable, the covenant or restriction is to be first modified to be enforceable. If the covenant or restriction cannot be modified to be enforceable, or if the covenant or restriction cannot be modified, then the covenant or restriction is to be eliminated to the extent necessary to permit the remaining restrictions to be enforced.

Costs and Expenses. Unless otherwise provided in this Agreement, each party bears any fee or expense it incurs in performing its obligations under this Agreement.

No Partnership Intended. The Members have formed the Company under the Act, and expressly intend not to form a partnership or limited partnership. The Members are not partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another person that any other Member is a partner or that the Company is a partnership, the Member making the wrongful representation is liable to any other Member who incurs personal liability by reason of the wrongful representation.


Time of the Essence. Time is of the essence with respect to the performance of each party's obligation under this Agreement.

Power to Make Agreement. Each party warrants, with respect to itself, that it has the power to enter into this Agreement and entering into the Agreement does not (a) violate any provision of law or order of any court or governmental authority having jurisdiction over it; (b) constitute a breach or default under any contract or other commitment to which it is bound; or (c) require any consent, vote or approval which has not been given or taken. Each party covenants that it has and will continue to have throughout the term of this Agreement and any extension of it, the power to enter into this Agreement and perform its obligations under it.

Survival. Articles 10 and 11 survive termination of this Agreement for any reason.


Signatures of Members

Date: 4/21/15



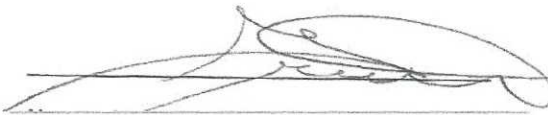
Name: Benjamin Mayer

Date: 5/18/18



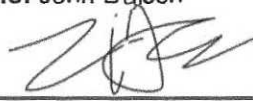
Name: Toptive

Date: 4/29/15



Name: John Bajsch

Date: 05/18/18



Name: Zachary Hall

Date: 7-21-2015



Name: Brad and Kim Delamere

Date: 5/18/18



Name: Jared Leuzinger

Date: 5/17/2018



Name: Century Interiors Inc.

Date: 5/18/2018



Name: Aaron Azzarito

Schedule 1.3

<u>Member</u>	<u>Contribution</u>	<u>Units</u>
Century Interiors Inc.	Cash contribution of \$50,000 Once Vini Vidi Vici LLC shows profitability the \$50,000 is to be paid back first and in full.	10,000
John Baisch	Consulting regarding business issues	7,000
	Chief Operating Officer duties	3,000
Brad Delamere	Cash Contribution of \$10,000	5,000
Zach Hall	Cash contribution of \$2000	2,000
Aaron Azzarito	Cash contribution of \$2000	2,000
Jared Leuzinger	Cash contribution of \$5000	5,000
Sergio Baldani Gaston Cavallo Jorge Padula		5,000
Benjamin Mayer	Chief Executive Officer	Balance of 100,000