

# LIMITED LIABILITY COMPANY AGREEMENT

OF

## DC REED LLC

This Limited Liability Company Agreement (as from time to time amended, this “Agreement”) of DC REED LLC, a Maine limited liability company (the “Company”), is effective as of May 8, 2018 (the “Effective Date”) and is entered into by and among the sole Member and the Manager. Capitalized terms used herein shall have the respective meanings specified in Article I.

### ARTICLE I DEFINITIONS

1.1. Defined Terms. As used in this Agreement the following terms have the respective meanings set forth below:

“Affiliate” means with respect to a Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise. Ownership of more than fifty percent (50%) of the beneficial interests of an entity shall be conclusive evidence that “control” exists. For purposes of this definition, “Affiliate” shall include, with respect to any natural Person, the spouse, parents, siblings and children of such Person.

“Agreement” has the meaning set forth in the preamble hereto.

“Bankruptcy” means the happening of any of the following: (a) the making of a general assignment for the benefit of creditors; (b) the filing of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing an inability to pay debts as they become due; (c) the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating the Company or a Member to be bankrupt or insolvent; (d) the filing of a voluntary petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation; (e) the filing of an answer or other pleading admitting the material allegations of, or consenting to, or defaulting in answering, an involuntary bankruptcy petition filed against the Company or a Member in any bankruptcy proceeding; (f) the filing of a voluntary application or other pleading or any action otherwise seeking, consenting to or acquiescing in the appointment of a liquidating trustee, receiver or other liquidator of all or any substantial part of the Company’s or a Member’s properties; (g) the commencement against the Company or a Member of any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation which has not been quashed or dismissed within one hundred eighty (180) days; or (h) the appointment without consent of the Company or such Member or acquiescence in the appointment of a liquidating trustee, receiver or other liquidator of all or any substantial part of the Company’s or a Member’s properties without such appointment being

vacated or stayed within ninety (90) days and, if stayed, without such appointment being vacated within ninety (90) days after the expiration of any such stay.

“Business Day” means any day on which banks located in Portland, Maine are not required or authorized by law to remain closed.

“Capital Account” has the meaning set forth in Section 5.4.

“Capital Contributions” means, with respect to any Member, the amount of money or other property contributed to the Company by such Member.

“Code” means the U.S. Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the preamble hereto.

“Dissolution Event” has the meaning set forth in Section 8.1.

“Effective Date” has the meaning set forth in the preamble of this Agreement.

“Fair Market Value” means, with respect to any Member’s Percentage Interest, the value of such Percentage Interest as determined by mutual agreement of the Member and the party or parties purchasing the Interest. If no such amount is mutually agreed to within thirty (30) days of the applicable determination period, then the Fair Market Value of the relevant Percentage Interest shall be the price at which a willing seller would sell and a willing buyer would buy, the Percentage Interest, free and clear of all liens, security interests, or other encumbrances, in an arm’s length transaction for cash, without time constraints, without being under any compulsion to buy or sell, as determined by an independent valuation conducted by a third party independent accounting firm or appraiser chosen by the parties.

“Fiscal Year” means the fiscal year of the Company, as determined by the Members.

“Liquidating Agent” means the Person appointed by a majority of the Members to oversee the winding-up and liquidation of the Company in accordance with Article VIII.

“LLC Act” means the Maine Limited Liability Company Act, 31 MRSA §1501, et seq., as the same may be amended from time to time, and any successor statute thereto.

“Manager(s)” has the meaning set forth in Section 3.1.

“Member” means any Person (a) who is referred to as such on Schedule A to this Agreement, or who has become a Substituted Member pursuant to the terms of this Agreement, and (b) who has not ceased to be a Member. “Members” means all such Persons.

“Percentage Interest” means, with respect to any Member as of any date, the percentage interest of such Member as set forth on Schedule A attached hereto representing the ownership interest of a Member, including any and all benefits to which such Member may be entitled as provided in this Agreement, together with all obligations of such Member to comply with the terms and provisions of this Agreement.

“Person” means any individual, entity, corporation, partnership, association, limited liability company, limited liability partnership, joint-stock company, trust, or unincorporated organization.

“Rules” has the meaning set forth in Section 9.2.

“Sole Member” means Reed School LLC, a Maine limited liability company.

“Term” has the meaning set forth in Section 2.4.

“Transfer” means any transfer, assignment, sale, conveyance, hypothecation, license, lease, partition, pledge, or grant of a security interest in a Member’s Percentage Interest in the Company, and includes any “involuntary transfer” such as a sale of any part of the Percentage Interest therein in connection with any Bankruptcy or similar insolvency proceedings, the death of a Member or a divorce or other marital settlement involving any Member, or any other disposition or encumbrance of a Member’s Percentage Interest. For purposes of this Agreement, any transfer, exchange or series of transfers (or exchanges), directly or indirectly, of the stock, partnership, member or other ownership interests of any Member that is a business organization or an entity (or any combination of such transfers or exchanges, whether direct or in connection with a merger, acquisition, sale, or similar reorganization or transaction, including issues of new stock or other ownership interests, or the exercise of options, warrants, debentures or other convertible instruments, or a redemption of other interests in the Member, and any similar transactions involving the stock or other ownership interests of such Member), the effect of which is that the Persons who owned at least fifty-one percent (51%) of the outstanding stock or other ownership interests in such Member at the time this Agreement is signed, no longer own at least fifty-one (51%) of such stock or other ownership interests, then a Transfer shall also be deemed to have occurred with regard to the Units owned by such Member.

“Treasury Regulations” means the Regulations of the Treasury Department of the United States issued pursuant to the Code, as such Regulations may be amended from time to time.

1.2. Interpretation. When a reference is made in this Agreement to an Article, Section or Schedule, such reference shall be to an Article or Section of, or a Schedule to, this Agreement unless otherwise indicated. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term.

1.3. Discretion. Whenever in this Agreement a Person is permitted or required to make a decision (a) in its “sole discretion” or “discretion” or under a grant of similar authority or latitude, such Person shall be entitled to consider only such interests and factors as it desires, including its own interests, or (b) in its “good faith” or under another expressed standard, such

Person, shall act under such express standard and shall not be subject to any other or different standard imposed by any other agreement or by relevant provisions of law or in equity or otherwise.

## **ARTICLE II ORGANIZATIONAL MATTERS**

2.1. Formation. The Company was formed on March 16, 2018 in accordance with the provisions of the LLC Act.

2.2. Name and Offices. The name of the Company is DC Reed LLC. The name of the registered agent of the Company in the State of Maine and the registered office of the Company in the State of Maine is set forth in the Certificate of Formation. The Company shall initially have its principal place of business at 100 Commercial Street, Suite 414, Portland, Maine 04101. The Company may maintain such other registered agent, registered office, or principal place of business and designate any places of business as the Members may from time to time determine.

2.3. Character of Business; Purposes; Powers. The Company may engage in any and all lawful activities as the Managers deem necessary or advisable. The Company shall possess and may exercise all powers necessary or convenient to the conduct and promotion of its business, subject to any restrictions set forth herein.

2.4. Term. The term of the Company shall commence on the date of formation and shall continue until the Company is dissolved in accordance with Article VII (the "Term").

2.5. Tax Classification. The Sole Member intends that the Company at all times be a disregarded entity for federal income tax purposes; thus, no additional members shall be admitted to the Company.

## **ARTICLE III MANAGEMENT AND CONTROL OF THE COMPANY; TRANSACTION APPROVAL**

3.1. Management Structure. Except as otherwise expressly provided or restricted in this Agreement, and subject in all instances to the terms and provisions hereof, the Manager (the "Manager") shall have complete and exclusive control of the management and conduct of the business of the Company and the authority to do all things necessary or appropriate to carry out the purpose of the Company without any further act, vote or approval of any Member. There shall be one (1) initial Manager of the Company and it shall be Kevin R. Bunker ("Mr. Bunker"). In the event any Manager dies, suffers a Disability or resigns, a majority of the Members shall promptly elect a successor to such Manager. Except as set forth in the preceding sentence, there shall be no additional Managers. Managers need not be Members of the Company. Any contract, instrument or act of a Manager on behalf of the Company shall be conclusive evidence in favor of any third party dealing with the Company that such Manager has the authority, power, and right to execute and deliver such contract or instrument and to take such action on behalf of the Company.

3.2. Powers of the Managers. The Manager shall have the right and authority to take those actions that it deems necessary, useful, or appropriate for the oversight and management of the Company's business, as set forth in this Agreement or the LLC Act.

3.3. Duties of the Managers. The Manager shall devote to the affairs of the Company such time as may be reasonably necessary to carry out his obligations hereunder. The Manager shall perform his duties as a Manager in good faith, in a manner he reasonably believes to be in the best interests of the Company and its Members, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A Manager who so performs his duties shall not have any liability solely by reason of being or having been a Manager of the Company. A Manager shall not be liable to the Company or any Member for such Manager's good faith reliance on the provisions of this Agreement or the provisions set forth in the Limited Liability Company of Reed School LLC of even date herewith (the "Owner LLC Agreement"). The provisions of this Agreement, to the extent that they expressly restrict the duties and liabilities of a Manager otherwise existing at law or in equity, are agreed by the Members to replace, to the extent permitted by law, such other duties and liabilities of such Manager.

3.4. Other Activities of the Managers. Nothing in this Agreement shall be deemed to restrict in any way the rights of the Manager or of any Affiliate of a Manager, to conduct any other business or activity whatsoever, and the Manager shall not be accountable to the Company or to any Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Manager's rights (or the rights of its Affiliates) to maintain, expand, or diversify any other interests and activities and to receive and enjoy profits or compensation therefrom free from any interest therein by the Company or any Member in accordance with this Agreement. Each Member waives any right it might otherwise have to share or participate in any other interests or activities of the Manager.

3.5. Meetings of the Managers. Meetings of the Managers may be called by any Manager. Notice of each such meeting shall be given to each Manager by telephone, electronic mail, or similar method (in each case, notice shall be given at least forty-eight (48) hours before the time of the meeting) or sent by first-class mail (in which case notice shall be given at least five (5) days before the meeting). Any action required to be taken at a meeting of the Managers, or any action that may be taken at a meeting of the Managers, may be taken at a meeting held by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Notwithstanding anything to the contrary in this Section 3.5, the Managers may take without a meeting any action that may be taken by the Managers under this Agreement if such action is approved by the written consent of the Managers.

3.6. Transaction Approval. The Members hereby approve the following transactions and authorize the Manager to take whatever actions the Manager determines necessary or advisable related to these transactions: The transactions described in Article 14 of the Owner LLC Agreement.

**ARTICLE IV  
THE MEMBERS**

4.1. Members and Interests. Each Member shall have the ownership rights reflected in the Percentage Interests as recorded in Schedule A.

4.2. Members Are Not Agents. Pursuant to Article III, the management of the Company is vested in the Managers. The Members shall have no power to participate in the management of the Company except as expressly authorized by this Agreement and except as expressly required by the LLC Act. No Member, acting solely in the capacity of a Member, is an agent of the Company nor does any Member, unless expressly and duly authorized in writing to do so by the Managers, have any power or authority to (a) bind or act on behalf of the Company in any way, (b) pledge its credit, (c) execute an instrument on its behalf, or (d) render it liable for any purpose. No Member shall owe any duty or obligation to the Company or the other Members solely by being a Member of the Company, except as expressly provided herein.

4.3. Member Liability. No Member shall be liable under a judgment, decree, or order of a court, or in any other manner, for the debts or any other obligations or liabilities of the Company. A Member shall be liable only to make its Capital Contributions and shall not be required to restore a deficit balance in its Capital Account or to lend any funds to the Company or, after its Capital Contributions have been made, to make any additional contributions, assessments, or payments to the Company except as required by the express terms of this Agreement, provided that a Member may be required to repay distributions made to it as provided in Section 1555 of the LLC Act or any successor provision.

4.4. Transactions Between a Member and the Company. Except as otherwise provided by applicable law, upon the consent of the Manager, which may be withheld in the Manager's sole discretion, any Member may, but shall not be obligated to, lend money to the Company, act as surety for the Company and transact other business with the Company and has the same rights and obligations when transacting business with the Company as a person or entity who is not a Member; provided, that the terms of any such transaction shall be comparable to those negotiated by unrelated parties on an arm's length basis (as determined by the Managers). A Member, any Affiliate thereof or an employee, stockholder, agent, director, manager, member, or officer of a Member or any Affiliate thereof, may also be a Manager, Officer, employee, or agent of the Company. The existence of these relationships and acting in such capacities will not result in the Member being deemed to be participating in the control of the business of the Company or otherwise affect the limited liability of the Member.

4.5. No Withdrawal. No Member may withdraw or disassociate from the Company prior to the dissolution and winding-up of the Company unless such Member (i) complies with the provisions regarding Transfer of Percentage Interest set forth in Article VII or (ii) receives the unanimous prior approval of the remaining Members. If a Member attempts to withdraw or disassociate in violation of this Agreement, such Member will forfeit its Percentage Interest.

**ARTICLE V**  
**CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS**

5.1. Capital Contributions. Each Member has contributed the amount of cash or property set forth opposite such Member's name on the attached Schedule A and has received a corresponding credit to his, her, or its Capital Account.

5.2. Additional Contributions. No Member shall be required to make any additional Capital Contributions.

5.3. Status of Capital Contributions. Except as approved by the Managers: (a) no part of the contributions of any Member to the capital of the Company may be withdrawn by any Member; (b) no Member shall be entitled to receive interest on such Member's contributions to the capital of the Company; and (c) no Member contributing cash to the Company shall have the right to demand or receive property other than cash in return for such Member's contribution to the Company.

5.4. Capital Accounts. There shall be established on the books and records of the Company a Capital Account for each Member. The initial balance of each Member's Capital Account shall be equal to the amount of such Member's initial Capital Contribution. The manner in which Capital Accounts are to be maintained pursuant to this Article V is intended to comply with the requirements of Section 704(b) of the Code and the Treasury Regulations promulgated thereunder. If, in the opinion of the Company's accountants, the manner in which Capital Accounts are to be maintained pursuant to this Article V should be modified in order to comply with Section 704(b) of the Code and the Treasury Regulations thereunder, then notwithstanding anything to the contrary contained in the preceding provisions of this Article V, the method in which Capital Accounts are maintained shall be so modified; provided, however, that any change in the manner of maintaining capital accounts shall not materially alter the economic agreement between or among the Members. Upon liquidation of the Company (or any Member's percentage interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. The Company may offset damages for breach of this Agreement by a Member whose interest is liquidated against the amount otherwise distributable to such Member. No Member shall have any liability to restore all or any portion of a deficit balance in such Member's Capital Account.

**ARTICLE VI  
DISTRIBUTIONS AND ALLOCATIONS**

6.1. Allocations; Distributions. Each Member's distributive share of income, gain, loss, deduction or credit, as determined by the Company's accountants, shall be allocated on a pro rata, *pari passu* basis based on such Member's Percentage Interest in the Company. Distributable cash remaining after the payment of all expenses and debt service shall be distributed at such times and in such amounts as the Manager deems appropriate. Distributions of distributable cash shall be made to all Members on a pro rata, *pari passu* basis based on their respective Percentage Interest in the Company.

6.2. Compliance with LLC Act. Notwithstanding any other provision of this Agreement, distributions shall be made only in compliance with the LLC Act.

6.3. Final Distribution. The final distributions following dissolution of the Company shall be made in accordance with the provisions of Article VIII.

6.4. No Withdrawal of Capital. Except as otherwise expressly provided herein, no Member shall have the right to withdraw capital from the Company or to receive any distribution of or return on or of such Member's Capital Contributions.

**ARTICLE VII  
TRANSFER OF PERCENTAGE INTEREST**

7.1. Transfer Restrictions. No Member may Transfer all or any part of its Percentage Interest unless such Transfer is made in accordance with the conditions set forth in this Article VII. There shall be no transfers of Percentage Interests in the Company until the later to occur of the Flip Date or the Residential Flip Date, as such terms are defined in the Owner LLC Agreement.

7.2. Effect of Transfer. If a Member Transfers or attempts to Transfer all or any part of its Percentage Interest in violation of this Agreement, such Transfer shall be null and void and of no force or effect whatsoever, and the parties engaging or attempting to engage in such Transfer shall be liable to indemnify and hold harmless the Company and the other Members from all cost, liability, and damage that any of such indemnified Members may incur (including, without limitation, incremental tax liabilities, attorneys' fees, and expenses) as a result of such Transfer or attempted Transfer and efforts to enforce the indemnity granted hereby.

**ARTICLE VIII  
DISSOLUTION AND TERMINATION OF THE COMPANY**

8.1. Dissolution. There will be a dissolution of the Company, and its affairs shall be wound up, upon the occurrence of an event which causes dissolution under the LLC Act (each, a "Dissolution Event").



8.2. Bankruptcy, Dissolution or Withdrawal of a Member. The Bankruptcy, dissolution, death or withdrawal of a Member shall not in and of itself dissolve or terminate the Company.

8.3. Winding Up; Liquidation of Assets. Upon the dissolution of the Company, the Liquidating Agent shall proceed, subject to the provisions of this Article VIII, to make a final allocation of all items of income, gain, loss, and expense in accordance with Article VI hereof, and the Company's liabilities and obligations to its creditors shall be paid or adequately provided for prior to any distributions to the Members. After payment or provision for the payment of all liabilities and obligations of the Company, the remaining assets, if any, shall be distributed among the Members in accordance with Section 6.1.

8.4. Distributions in Cash or in Kind. Upon the dissolution of the Company, the Liquidating Agent shall use commercially reasonable efforts to liquidate all of the Company's assets in an orderly manner and apply the proceeds of such liquidation as set forth in Section 8.3; provided that if in the good faith judgment of the Liquidating Agent a Company asset should not be liquidated, the Liquidating Agent shall allocate, on the basis of the value of any Company assets not sold or otherwise disposed of, any unrealized gain or loss based on such value to the Members' Capital Accounts as though the assets in question had been sold on the date of distribution and, after giving effect to any such adjustment, distribute said assets in accordance with Section 6.1, subject to the priorities set forth in Section 8.3; and provided, further, that the Liquidating Agent will in good faith attempt to liquidate sufficient Company assets to satisfy in cash (or make reasonable provision for) the debts and liabilities referred to in Section 8.3.

8.5. Time for Liquidation. A reasonable time period shall be allowed for the orderly winding-up and liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Liquidating Agent to seek to minimize potential losses upon such liquidation. The provisions of this Agreement shall remain in full force and effect during the period of winding-up and until the filing of a certificate of cancellation of the Certificate of Formation with the Secretary of State of the State of Maine.

8.6. Termination. Upon completion of the foregoing, the Liquidating Agent shall execute, acknowledge, and cause to be filed a certificate of cancellation of the Certificate of Formation with the Secretary of State of the State of Maine.

## **ARTICLE IX MISCELLANEOUS PROVISIONS**

9.1. Notices. Each notice relating to this Agreement shall be in writing and shall be delivered (a) in person, (b) by courier, or (c) by facsimile transmission. All notices to the Company shall be addressed to the Members at the addresses listed in Schedule A. A copy of all notices to the Company shall also be delivered to:

Drummond Woodsum & MacMahon, P.A.  
84 Marginal Way, Suite 600  
Portland, Maine 04101  
Attn: John S. Kaminski, Esq.

Fax: (207) 772-3627

Any Member may designate a new address by notice to that effect given to the other Members. Unless otherwise specifically provided in this Agreement, a notice given in accordance with the foregoing clauses (a) or (b) shall be deemed to have been effectively provided when delivered in person or by courier, and a notice given in accordance with the foregoing clause (c) shall be deemed to have been effectively provided when sent, with such transmission confirmed by the sender's transmitting device. A copy of any notice to Mr. Bunker shall simultaneously be delivered in the manner described above to Maurice A. Selinger, III, Esq., Curtis Thaxter LLC, One Canal Plaza, Suite 1000, Portland, Maine 04101.

9.2. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single agreement. This Agreement may be executed by facsimile or PDF via email.

9.3. Headings. The headings of the articles and sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

9.4. Successors and Assigns. This Agreement shall inure to the benefit of the Members and shall be binding upon the parties, and, subject to Article VII, their respective successors and permitted assigns.

9.5. Severability. Every term and provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such term or provision will be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

9.6. Non-Waiver. No provision of this Agreement shall be deemed to have been waived except if the giving of such waiver is contained in a written notice given to the party claiming such waiver, and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the party or parties in whose favor the waiver was given.

9.7. Applicable Law; Jurisdiction. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF MAINE, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. Each of the parties hereto hereby agrees to (a) submit to the personal jurisdiction of the United States District Court for the District of Maine (and all appropriate appellate courts), or, if jurisdiction in such court is lacking, any court of the State of Maine of competent jurisdiction sitting in Cumberland County (and all appropriate appellate courts), in connection with any action or dispute hereunder, and (b) irrevocably waive any objection it may now or hereafter have as to the venue of any proceeding brought in any such court or that any such court is an inconvenient forum.

9.8. Entire Agreement. This Agreement constitutes the entire agreement among the Members with respect to the subject matter hereof, and supersedes any prior agreement or understanding among them with respect to such subject matter.

9.9. Amendments. This Agreement may not be amended except by the unanimous written agreement of the Members.

*[remainder of page left blank intentionally—signatures begin on next page]*

**COUNTERPART SIGNATURE PAGE TO  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
DC REED LLC**

IN WITNESS WHEREOF, the undersigned Sole Member has duly executed this Limited Liability Company Agreement of DC Reed LLC as of the Effective Date.

REED SCHOOL LLC, Sole Member

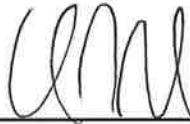
BY: Reed School Manager, LLC, its Managing Member

By: Children's Odyssey, its Manager

By:   
Susan Hougaz-McCormick, President

**COUNTERPART SIGNATURE PAGE TO  
LIMITED LIABILITY COMPANY AGREEMENT  
OF  
DC REED LLC**

IN WITNESS WHEREOF, the undersigned Manager has duly executed this Limited Liability Company Agreement of DC Reed LLC as of the Effective Date.



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Kevin R. Bunker, Manager

**SCHEDULE A**

<b>DC REED LLC</b>		
<b>Members, Capital Contributions, and Percentage Interests as of Effective Date</b>		
<u>Member Name and Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Reed School LLC c/o Children's Odyssey PO Box 6038 Falmouth, ME 04105	\$1.00	100%