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PLANNING OFFICE
PRINCE WILLIAM COUNTY

Application
for
Long-Range Land Use Map Changes
During the Comprehensive Plan Update

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Long-Range Land Use Classification Change Request Form

Project Name: Smith Family Farm

The undersigned, being all of the owner(s), contract purchasers, or the respective duly authorized agent thereof, do hereby request a change the Comprehensive Plan Map as shown on the accompanying plans, maps, and graphics which are made part of this request, as follows:

GPIN	From:	To:	Acres
7498-25-0890			209
7498-37-3622			1
Total Acreage:			210

Property Location (Describe the location of the property by distance, in feet or portion of a mile, and direction from an intersection of two (2) public roads or streets):
We are on Artemus and Catharpin Road.

¹Applicable only to Long-Range Land Use Map changes. GPINs not required for text change requests.

The name(s), mailing address(es), and telephone number(s) of owner(s), authorized agent(s), contract purchaser(s)/lessee(s), and engineer(s) as applicable are:

Owner of Property*

Authorized Agent(s)*

Name: SHBRLE Holdings LLC Name: _____
 Mailing Address: 5804 Artemus Road Mailing Address: _____
 City/State/Zip: Gainesville VA 20155 City/State/Zip: _____
 Phone: (703)-898-6573 Phone: _____
 Email: artemusangus1@gmail.com Email: _____

Contract Purchaser/Lessee*

Engineer*

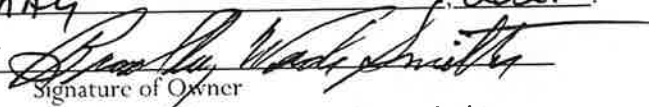
Name: SAME AS ABOVE Name: _____
 Mailing Address: _____ Mailing Address: _____
 City/State/Zip: _____ City/State/Zip: _____
 Phone: _____ Phone: _____
 Email: _____ Email: _____

*Check the box next to the contact to which correspondence should be sent.

I have read this application, understand its intent, and freely consent to its filing. Furthermore, I have the power to authorize and hereby grant permission to Prince William County officials and other authorized government agents on official business to enter the property as necessary to process this application.

Signed this 10th day of MAY, 2021.

Bradley Wade Smith, Manager


Signature of Owner

(If anyone other than owner is signing, Power of Attorney must be attached.)

Map Amendment Requirements

Please provide the following information:

- Completed and signed Form;** Long-Range Land Use Classification Change Request Form
- Interest Disclosure Affidavit** for each owner and contract purchaser/lessee;
- Map of proposed CPA area** including transects associated with this change.
- Justification of proposed CPA:** Describe why the change to the Comprehensive Plan Map is being proposed and include relevant Comprehensive Plan analysis;
- Existing Comprehensive Plan land use** classification(s) and respective area(s):
Rural Crescent _____;
- Proposed Comprehensive Plan land use** classification(s) and respective area(s):
SRL _____;
- Existing zoning and land use** of the subject parcel(s): A-1 _____;
- Will there be a submission for a rezoning application** for concurrent processing if the CPA is initiated?
Yes No
- What use/zoning will be requested** if the amendment is approved? SRL- Work Force Housing _____;
- Existing Sector Plan(s)/Small Area Plan(s):** _____;
- Existing Center of Commerce or Center of Community:** _____;

Text Amendment Requirements

- Purpose and intent of text amendment;**
- Reference Plan chapter, goal, policy and/or action strategy text that is proposed to be amended;**
- Proposed new or revised text:**
 - Note: Attach and specify text changes with additions underlined and strikethrough of deletions;
- Comprehensive Plan Consistency Analysis:**
 - Demonstrate how the proposed text amendment furthers the goals, policies/objectives, and action strategies set forth in the Comprehensive Plan chapter(s) relative to the text amendment request and why the proposed revision to said goals, policies, and action strategies are appropriate;
 - Demonstrate how the proposed text amendment is internally consistent with other Comprehensive Plan components that are not the subject of the amendment;
 - Identify level of service impacts, if any, associated with the request.

NOTE: Applicants should consult the Comprehensive Plan to identify goals, policies or action strategies which are applicable to the individual Comprehensive Plan Amendment request. Our property is located on Catharpin and Artemus Road.

Our farm was here long before there was a rural crescent designation, which took away our property rights. In the meantime, PWC allowed dense residential development up against our boundaries creating the line of the Have's and Have Nots. Our property is bordered by Heritage Hunt a densely developed residential project, Regency @ Creek Side another dense development. We are adjacent to sewer which runs in our creek and there is a sewer pump station as well. This is no longer a farming community and we request to be removed from the rural crescent designation to SRL. We have attached a photo which paints the picture much better than words. Farming is dead, the farmers have endured the development of other farms such as Marsh Farm (Heritage Hunt), The Bell Farm (Piedmont) now a data center on corner of Pageland, MNBP & Rt. 29. Our way of life has been altered due to the encroachment of all of these developments. The North South/NorthStar extended highway is eminent. It is time for PWC to be smart, fair and equitable to ALL of it's citizens and landowners

Document/Information Checklist

Application package is to include:

- Comprehensive Plan Land Use Classification Change Request Form** (page 3)
- Map Amendments and/or Text Amendment Requirements** (page 4)
 - Map amendments
 - Justification of the proposed amendment
 - Existing and proposed Comprehensive Plan land use classification
 - Existing and proposed zoning request
 - Map of transects for new land use classification.
 - Text Amendments
 - Existing text to be amended and proposed, new or revised using underline/strikethrough
 - Purpose and intent of amendments
 - Comprehensive Plan Consistency Analysis
 - Levels of service associated with request
- Interest Disclosure Affidavit** (required) (page 5)
- The following supporting documentation:**
 - All plans, maps, and/or graphics printed in color or black/white reduced to 8.5"x11".
- Document/Information Checklist** (page 6)
- Other requested information** (specify):
We are longtime landowners on Artemus and Catharpin Road.
The area is NO LONGER RURAL. Dense residential developments have built to our boundary lines.

Article II. Capital Contributions

A. *Capital Contributions.* The initial capital contribution to the Company by each Member is set forth on attached Schedule A which is incorporated in this Agreement by this reference. If a majority of the Class A Voting Members vote to require an additional Capital Contribution, then all Members shall make such additional contribution at the time and in such amount as so agreed upon; provided, however, a Member may voluntarily withdraw from the Company, as provided below, in lieu of making such additional Capital Contribution. Furthermore, if a Member does not make such additional contribution within 30 days of the specified date (and the Member had actual knowledge of such demand), the Company shall provide such Member, a second notice, and if such contribution is not made within 20 days of the mailing of such second notice, then such amount shall accrue interest thereon at the rate of 1 ½% per month (18% annually) commencing at the end of such 30 day period, above, and continuing until paid in full, and the Company shall also be entitled to reimbursement of all legal fees and other costs incurred in collecting all amounts due hereunder - or, if a majority of the Class A Voting Members (by voting percentage, and not per capita) agree to expel such Member, then notice of the same shall be given the Member and the Member shall be deemed to have withdrawn on the date of such written notice.

Personal Guarantees. The Members also understand and agree that with regard to any financing of Company properties (including the refinancing, development or improvement thereof), personal guarantees will most likely be required by lending institutions. Each Member agrees to personally guarantee such indebtedness and provide any such lending institutions with such financial information regarding the Member as the lending institution may so reasonably request.

Deemed Withdrawal if No Guarantee and/or Financial Information. If a Member (or a beneficiary of any Trust that holds a Membership Interest in the Company) does not personally guarantee any such debt which the lending institution requires all Members to guarantee and/or does not provide the requested financial information - and fails to remedy the matter within 10 days after receiving written notice of the same from the Company, then such Member shall be deemed to have withdrawn from the Company at the end of such 10 day period.

B. *Membership Interests.* The percentage interest of each Initial Member in the Company ("Membership Interest" or "Interest") is set forth on Schedule A. All Membership Interests herein shall be the personal property of the Members and the property of the Company shall not be subject to partition, division or distribution in kind absent a unanimous vote of the Class A Voting Members.

C. *Member.* The term "Member" shall include all Class A Voting Members and Class B Limited Members (as defined below), the Initial Members, and any other contributor of capital for a Membership Interest and any assignee, transferee, successor, legatee or donee of all or any part of a Membership Interest, who is admitted to the Company as a Member pursuant to Article VII. "Member" shall also include any transferee of a Membership Interest who is not

Capital Account balance of the lending or advancing Member. No Member shall be required under any circumstances to contribute or lend any money or property to the Company.

If the Class A Voting Members determine there is a need to borrow money - then such Members shall notify all the Members of the total amount needed. Thereinafter, each Member shall be given the opportunity for a period of 45 days to loan up to its proportionate share of the total loan amount based on its relative Membership Interest - with interest at the applicable federal rate under Section 1274 of the Internal Revenue, based on the expected duration of such loan. If any Member does not loan its full proportionate amount - then other Members who have loaned their full amount shall be allowed to loan such deficiency based on their relative Membership Interests - with such process continuing if any of such Members do not result in a combined loan of the full amount - until the total amount of the monies needed is met. By way of example, if the Company needed \$1 million, and there were four equal Members, then each could loan up to \$250,000. However, if one Member only wanted to loan \$100,000, then the other Members who have loaned the full \$250,000 could each loan an additional \$50,000 to make up the difference (and if for some reason only two of the three wanted to loan additional monies above the \$250,000 - then they could loan \$75,000 each). The terms of any such loan shall be as determined by the Class A Voting Members - but the terms must be the same (other than loan amount) with each Member who does loan money at that time.

Article III. Allocation of Profits and Losses

A. *Definition of Profits and Losses.* "Profits" and "Losses" shall mean the taxable income or loss, as the case may be, for a period (or from a transaction) as determined in accordance with Section 703(a) of the Code (for this purpose, all items of income, gain, loss or deduction required to be separately stated pursuant to Section 703(a)(1) of the Code shall be included in taxable income or loss) but computed with the following adjustments:

1. Any income of the Partnership that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses shall be added to such taxable income or loss;
2. Any expenditures of the Company as described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses shall be subtracted from such taxable income or loss;
3. In the event of any adjustment to the book value of any Company asset as permitted by the Treasury Regulations under Section 704(b) of the Code, the amount of such adjustments shall be taken into account as gain or loss from the disposition of such asset;
4. In the event the book value of any asset has been adjusted, gain or loss resulting from the disposition of such asset shall thereafter be computed by reference to its adjusted book value, which shall reflect depreciation deductions which take into account the adjustment made to the book value

shall be divided among the Members in the same proportions as they share Profits or Losses, as the case may be, for the year.

3. Except as otherwise provided in this Agreement, all items of income, gain, loss or deduction for federal income tax purposes shall be allocated to the Members in the same manner as the corresponding book allocations of such items as provided in this Article III.

4. Notwithstanding anything herein to the contrary, in the event that the principles of Section 704(c) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder, require allocations of taxable income or loss of the Company in a manner different than that set forth above, including any instances in which the book value of Company's assets has been adjusted as permitted under the Treasury Regulations, the provisions of Section 704(c) and the regulations thereunder shall control such allocations among the Members.

5. Any election under IRC Section 754 to adjust the basis of Company property in the manner provided in IRC Section 734 and 743 will be made by the Company, and if made, will be appropriately reflected in the allocation of depreciation and other appropriate items with respect to any affected Member.

E. *Distributions.* Distributions shall be made to the Members in proportion to their Membership Interests. Distributions shall be made in such amounts and at such times as agreed upon by a majority vote of the Class A Voting Members entitled to vote.

1. Distribution for Taxes. The Manager shall have no obligation to make any cash distributions for taxes associated with the Member's allocable share of Profits and Losses as reported on Form K-1 unless directed to do so by a majority vote of the Class A Voting Members entitled to vote.
2. Cash Reserve. The Members anticipate significant Cash Reserves will be required to ensure the Company's success and its ability to meet cash flow needs. Accordingly, the Company will accumulate and maintain a Cash Reserve of \$250,000, and no distributions shall be made to the Members until the Company has met such Cash Reserve requirement. It is anticipated the cash in excess of the Cash Reserve set forth herein shall be distributed to the Members, but such distributions are still subject to the majority vote of the Class A Voting Members entitled to vote.

F. *Tax Year and Accounting Methods.* It is the intent of the Members that this Company be treated as a general partnership solely for federal and state income tax purposes. The taxable year of the Company shall be the calendar year. The Company books and records shall be maintained on such basis of accounting as may be determined as proper by the certified public accountant regularly employed by the Company at that time (the "Company's Accountant"). The Company's Accountant is authorized to use good judgment in making determinations with respect to the treatment of particular items which are not clearly covered herein or which would result in a violation of federal or state income tax laws as they exist from time to time.

2. *Election and Removal of Manager.* A Manager will be elected by an affirmative vote of the Class A Voting Members holding a majority of the Class A Voting Membership Interests entitled to vote. A Manager will continue to serve until replaced, or unless sooner removed at any time (but only with cause) (i) by a majority vote of the Class A Voting Member entitled to vote, (ii) by operation of law, (iii) by order or decree of any court of competent jurisdiction, (iv) by voluntary resignation, or (v) upon the death, incompetency, or bankruptcy of the Manager. At this time, the individuals named below are hereby elected as Managers of the Company:

- (1) Bradley W. Smith
- (2) Shirley L. Wrenn Smith

3. *Power and Authority of Manager.* The Managers will conduct the Company's business on a day-to-day basis, and be responsible for acquiring, developing, leasing, optioning, and/or selling property, borrowing monies of any amount, and using Company assets as collateral for the same, and supervising the daily operations of the Company (including setting up and funding one or more single member LLC's to own and manage Company property).

It is the intent of this provision to vest full power in the Managers except as limited herein. Decisions made by the Managers, whether or not taken with the prior approval of the other Class A Voting Members, are binding on the Company and the other Members. Except as otherwise provided in this Agreement, the Managers shall have the right, power and authority on behalf of the Company and in its name to execute the documents or other instruments and exercise all the rights, powers and authority of the Company under the Act, subject only to any express limitations set forth in this Agreement.

4. *Third Party Reliance - Notification of Members Before Making \$250,000 or Greater Decisions.* Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of any Manager as set forth herein - and if more than one Manager is then serving, **each Manager is authorized to act alone and independently.**

Notification. Without limiting the Managers' powers hereunder - if the Managers (or the Class A Voting Members) intend to take any action on matters involving borrowing or entering into contracts for more than \$250,000 - then the Manager shall provide written notice of the matter to all Members so each Member can decide if he/she wants to withdraw prior to effectuating such activity. If a Member has actual knowledge of what is contemplated, then that shall be considered written notice hereunder. If a Member does not receive such notice, but upon notification decides to withdraw within 15 days of such notice (written or oral), then the valuation date of such withdrawal shall be the day immediately prior to when the action over \$250,000 was taken - however, in no event shall the right extend beyond one year from when such action is taken; rather, the Members are encouraged to ask and be updated as to actions over \$250,000.

The Managers need not obtain the consent of any Member prior to taking such action. Rather, this provision is intended to give any Member the opportunity to withdraw or take such other action as they may deem appropriate prior to the Managers taking such action. The Company may establish a bank checking account or accounts, with such signature authorization as the Manager so designates.

incur any liability beyond their total Capital Contributions plus their share of any undistributed profits of the Company, nor shall it result in any liability of the Members to any third party.

E. *Indemnification of Managers.* The Managers shall be entitled the same indemnification as the Members.

Article VI. Restrictions on the Transfer of Membership Interests

A. *Right to Resign or Withdraw.* Each Member (including an assignee of a Member's interest) shall have the right to voluntarily resign or otherwise withdraw from the Company at any time such Member so desires. If a Member desires to resign/withdraw, such Member shall deliver a written statement evidencing the same to every other Member. Upon such resignation and/or withdraw, as the case may be, such Member's interest shall be offered to the Company and the other Members as provided for below.

B. *No Transfer of Interest Other Than as Provided Below.* No Member shall, directly or indirectly, transfer, sell, give, encumber, assign, pledge, or otherwise deal with or dispose of all or any part of his or her Membership Interest now owned or subsequently acquired by him or her, other than as provided for in this Agreement. Any transfer in violation of and without full compliance with this Agreement shall be null and void and have no legal effect. Notwithstanding the above, any Member (the "Transferring Member") may transfer all or any portion of the Member's Interest at any time to any of the following, hereinafter referred to as "Permitted Transferees":

1. Other Members;
2. The Member's spouse, children or other descendants;
3. The Member's estate;
4. A trustee who holds such Membership Interest in trust for the exclusive benefit of a Member or any one or more of such other persons referred to above; or
5. Any beneficiary of an estate or trust; provided however, that such estate or trust must be in existence, and the beneficiaries thereof must be reasonably ascertainable, as of the date this Agreement is entered into.

The transfer to any Permitted Transferee shall result in such Permitted Transferee accruing to all rights and benefits of the Member - and upon agreeing to be bound by the terms and conditions of this agreement, the other Members hereby agree such Permitted Transferee shall be considered a substituted Member, and each Member hereby approves of such substitution in advance and agrees to vote his/her Membership Interest at that time to effectuate the same. By way of example only:

(Example 1) If a Class A Voting Member died and transferred his interest to his spouse, then the spouse would be considered a Class A Voting Member hereunder.

(Example 2) If a Trustee who holds a Class A Voting Membership Interest in trust for multiple permissible beneficiaries is required to terminate the trust due to the terms

Written notice of the Company's acceptance must be mailed or delivered to the Transferring Member within such fifteen (15) day period.

4. *If Both Fail To Exercise Options.* If the Company and the Remaining Members fail to acquire all of the Transferring Member's Interest upon such offering, then the parties agree the Company shall be dissolved, its affairs wound up and the assets distributed as provided in Article X, below.

D. *Power of Resigning/Withdrawing Member.* Notwithstanding the above, if the Member's Interest is being purchased hereunder because such Member resigns or withdraws from the Company, then such Member, to the extent competent, shall have a vote in both the selections of appraisers, as provided for above, and during such dissolution process provided for in Article X. However, the Member shall have no other voting rights with respect to the Company after such Member submits his/her notice of resignation/withdrawal.

Article VII. Admission of a New Member.

A. *Rights of Transferee.* Any transfer of a Membership Interest set forth in Article VI shall be effective only to give the transferee the right to receive the share of tax allocations and distributions to which the Transferring Member would otherwise be entitled. No transferee shall have the right to become a substituted Member unless all of the other Members, in the exercise of their sole and absolute discretion, expressly consent thereto in writing and the transferee agrees to be bound by all the terms and conditions of this Agreement as then in effect. Unless and until a transferee is admitted as a substituted Member, and except as provided above with respect to allocations and distributions, the transferee shall have no right to exercise any of the powers, rights, and privileges of a Member hereunder.

B. *Admission of a New Member.* Additional Membership Interests may be issued and additional Members may be admitted to the Company only by unanimous agreement of the Members. The terms applicable to the admission of new Members will be as agreed by all the Members at that time.

C. *Rights of Transferring Member.* A Member who has assigned his Membership Interest shall cease to be a Member upon assignment of the Member's entire Membership Interest and thereafter shall have no further powers, rights, and privileges as a Member hereunder, but shall, unless otherwise relieved of such obligations by agreement of all of the other Members or by operation of law, remain liable for all obligations arising while he was a Member.

Article VIII. Purchase Price

A. *Value of Interest Being Transferred.* Unless the Members (Transferring and Remaining) unanimously agree in writing to a different price for the Interest being transferred hereunder, the purchase price for the Transferring Member's Interest offered for sale hereunder shall be determined as of the Valuation Date by the independent certified public accountant ("CPA") regularly employed by the Company at the time the determination is to be made. If

6. Since there is no goodwill, the parties agree no value shall be assigned to goodwill.

The CPA is authorized to use good judgment in making determinations with respect to the treatment of particular items which may exist as of the Valuation Date and which are either not clearly covered by this Agreement or which would cause an unfair result that is not in accordance with the spirit and intent of this Agreement. The CPA is expressly authorized to include valuation discounts for minority interest or lack of marketability. The determination of Adjusted Book Value by the certified public accountant shall be final and binding on all parties if made in good faith.

B. *Valuation Date.* The Valuation Date shall be the day on which an Option Event occurs.

C. *Allocation of Costs of Withdrawal.* If withdrawal is other than by reason of death of a Member, then \$10,000.00 of the costs of withdrawal incurred, in total, by the Company or any Member (other than the Transferring Member) including legal and accounting fees, will be charged to the Transferring Member and deducted from the value of the Transferring Member's Interest to the extent the Transferring Member does not pay the amounts before settlement. All additional costs and expenses above this amount shall be borne by the party that incurs the costs; provided however, except as otherwise provided for above, all fees relating to the appraisal shall be borne one-half by the seller and one-half by the buyers (after taking into account the Transferring Member's obligation to paying the first \$10,000.00 of costs as provided, above).

Article IX. Settlement

A. *Settlement of Purchase.* The settlement of any purchase of Interest under this Agreement shall be made on the Closing Date at the principal office of the Company, or if agreed to by the parties, the offices of the Company's legal counsel. The Closing Date shall be the date that is one hundred, twenty (120) days after the date of receipt of the Transferring Member's written notice as required under Article VI, or such other date as agreed upon by the Transferring Member and those of the Company and Remaining Members who are purchasing any Interest.

1. *Payment.* Each purchaser of any Interest of a Transferring Member shall pay at least five percent (5%) of the purchase price at Closing, with the balance of their portion of the purchase price paid (i) in cash or by certified check, (ii) by a promissory note, or (iii) partly in cash and partly by a promissory note. The balance of the purchase price may be paid in any manner set forth above at the election of the purchaser, in his or her sole and absolute discretion.

2. *Interest Rate and Term.* The promissory note shall be executed by the appropriate purchaser or purchasers payable to the order of the Transferring Member, bearing simple interest on the unpaid principal balance at an annual rate equal to the applicable federal rate under Section 1274 of the Internal Revenue Code, as amended (depending on the payment period below), determined as of the Closing Date (and using monthly compounding). The note

available for the purpose of funding this Agreement and reflected on the attached Schedule B, but not more than the balance of the purchase price.

d. It is anticipated, but not required, that the Company or those Members who purchase such Interest, as the case may be, will borrow from the party who receives the insurance proceeds a sum of money equivalent to the insurance proceeds received and pay that amount to the Transferring Member on the Closing Date.

B. *Life Insurance.* The Company and the Members may each obtain life insurance on each Member. Any such policies which are intended to assist in the purchase of any Interest hereunder shall be listed on Schedule B attached to this Agreement, and the policies and any proceeds received thereunder shall be held and applied for the purposes of this Agreement. The Company and the Members shall each have the right at any time to take out additional insurance on any Member whenever, in the determination of all of the Members, additional insurance may be required to carry out the terms of this Agreement. The respective owner or owners of the policies shall pay all premiums on the policies, shall be the sole owner or owners of the policies, and may apply to the payment of premiums any dividends declared and paid on the policies. The respective owner or owners of the policies shall be entitled to retain any excess of the insurance proceeds payable under the policies over the purchase price payable by the owner or owners as provided for in this Agreement.

C. *Right to Effect Transfers.* The Company will have the right to effect the transfers contemplated in this Agreement without actually receiving a written assignment of a Member's Interest and it is agreed that transfers of Membership Interests may be made on the books of the Company for this purpose, which transfers will be deemed effective upon payment in accordance with terms of this Agreement.

D. *Right to Deal with Representative.* The term "Transferring Member" shall include the personal representative of a deceased Member and the legal guardian, agent, attorney-in-fact or custodian of an incapacitated Member. The Company and Remaining Members shall have the right to deal freely with any such party, as the case may be, to effectuate the terms of this Agreement.

Article X. Dissolution

A. *Events Resulting in Dissolution.* The Company will be dissolved upon the first to occur of the following:

1. If there is a definite term of years of operation set forth in the Articles of Organization, then upon the expiration of such term; provided, however, this provision shall have no effect if the Articles of Organization (or any amendment thereof) provide for a perpetual duration of the Company;
2. Any event under the Act which requires dissolution;
3. The majority vote the Class A Voting Members;

any such property at such auction, but no Member shall be entitled to (directly or indirectly) purchase the property while it is being listed with the realtor.

D. *Liquidating Distributions.* After providing for the payment of all debts and liabilities of the Company and all expenses of liquidation, and subject to the right of the Members to set up such reserves as the Members may deem reasonably necessary for any contingencies or unforeseen liabilities or obligations of the Company, the proceeds of the liquidation and any other assets of the Company shall be distributed to or for the benefit of the Members as provided below.

E. *Order of Priority in Liquidation.* If the Company is terminated, the Members will proceed with the liquidation of the Company as provided in the previous section and the proceeds from the liquidation will be applied as follows:

1. First, to the payment of debts and liabilities of the Company, other than loans and advances that may have been made by the Members to the Company, and the expenses of liquidation;
2. Next, the proceeds will be applied to the payment of any loans or advances that may have been made by any Member to the Company but if the amount available for repayment is insufficient, then on a pro rata basis;
3. Next, the Company's assets will be distributed to the Members, pro rata in accordance with their respective positive Capital Account balances (as defined for Federal Income Tax purposes), after giving effect to all contributions, distributions and allocations for all periods.
4. Last, the Company's assets will be distributed to the Members, pro rata in accordance with their Membership Interests.

F. *Termination.* Within a reasonable time following the completion of the liquidation of the Company, the Members shall be supplied a statement which shall set forth the assets and the liabilities of the Company as of the date of complete liquidation and each Member's portion of the distributions pursuant to this Agreement. Upon completion of the liquidation of the Company and the distribution of all the Company's assets, the Company shall terminate, and the Members shall execute and record a Certificate of Cancellation of the Company as well as any and all other documents required to effectuate the dissolution and termination of the Company.

G. *No Deficit Restoration Obligation; No Liability for Return of Capital.* A negative or deficit balance in any Member's Capital Account shall not be deemed to be an asset of the Company, and no Member with a negative or deficit Capital Account balance shall have any obligation to the Company, to any other Member or to any third party or creditor to restore such negative or deficit balance. No Member shall be personally liable for the return of all or any part of the Capital Contributions of any other Member. Any such return of Capital shall be made solely from Company assets; provided, however, nothing contained herein shall be deemed to limit the right of the Company to recover from a Member for acts or omissions constituting breach of fiduciary duty, fraud, misconduct, bad faith or gross negligence.

F. *Interpretation.* Whenever the context may require, any noun or pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

G. *Further Assurances.* Each Member hereby agrees that it shall hereafter execute and deliver such further instruments, provide all information and take or forbear such further acts and things as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

H. *Confidentiality.* No Member may, without the approval of all remaining Members entitled to vote, divulge to others any information not already known to the public pertinent to the services, clients, customers or operations of the Company, whether before or after the Company's dissolution.

I. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together will constitute one instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart.

J. *Obligation of Good Faith and Reasonableness.* The Members agree to exercise good faith and reasonableness in the interpretation and implementation of the provisions of this Agreement.

K. *Governing Law and Venue.* This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia, without reference to its conflicts of laws rules. The venue for any proceedings hereunder shall be exclusively in the courts of Prince William County, Virginia, or the federal courts for such jurisdiction.

L. *Headings.* The headings, subheadings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.

M. *Entire Agreement.* This Agreement contains the entire understanding between the Members and supersedes any prior written or oral agreements between them respecting the subject matter within. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Members relating to the subject matter of this Agreement, which are not fully expressed herein.

SCHEDULE A

CAPITAL CONTRIBUTIONS

- (1) Shirley L. Wrenn Smith has contributed her 50% interest in the farm located at 5770 Artemus Road, Gainesville, Virginia to the Company. In exchange therefor, Shirley L. Wrenn Smith (individually) has been issued the following membership interests:

2.50% "Class A" Voting Interest
47.50% "Class B" Non-Voting Interest

- (2) Shirley L. Wrenn Smith, as Trustee of the Family Trust U/W/O Andrew F. Smith, has contributed a 50% interest in the farm located at 5770 Artemus Road, Gainesville, Virginia, with is currently held in trust, to the Company. In exchange therefor, Shirley L. Wrenn Smith (as Trustee) has been issued the following membership interests:

2.50% "Class A" Voting Interest
47.50% "Class B" Non-Voting Interest