

CONTRACT MANAGEMENT INC.**PROFORMA INVOICE**

Date: 30th June, 2010
 Invoice#: Prof-98/2010

Bill To:	
DB517 Trust C/o Darren Berg	

Description	Amount
<u>DB517 Trust</u>	
<u>Services (inclusive of disbursements)</u>	
For reinstating the DB517 Trust and for all other professional services in relation thereto	\$5000.00
Bank Charges (incoming transfer fees)	\$ 10.00
(Note: Kindly transfer funds to Horizons Financial Services Bank Account as per the attached wire instructions)	
Total	US\$5,010.00

40A Central American Blvd., Belize City, Belize, Central America
 Telephone: 501-227-1336 Facsimile: 501-227-0227
 Email: infoemi2010@gmail.com

CONTRACT MANAGEMENT INC.**PROFORMA INVOICE**

Date: 30th June, 2010
 Invoice#: Prof-99/2010

Bill To:	
Red Autumn Investment, Inc C/o Darren Berg	

Description	Amount
<u>Red Autumn Investment, Inc. (Panamanian IBC and Protect Cell Account)</u>	
<u>Services</u>	\$5,000.00
<ul style="list-style-type: none"> ➤ For services rendered in liaising with Carlos Neuman of Panama Relocations Attorneys with regards to the usage of the shelf company Red Autumn Investment, Inc; ➤ For forwarding the necessary information to Carlos Neuman as required for the changes to be effective in the Red Autumn Investment, Inc.; ➤ For reviewing the file of Red Autumn Investment, Inc. and preparing the applications necessary for the registration of the company as a Protected Cell Account; ➤ For liaising with the Registrar of Protected Cell Companies with regards to the registration of Red Autumn Investment, Inc as a Protected Cell Account; ➤ For travelling to the International Financial Service Commission Office in Belmopan for the registration of the Protected Cell Account under a Protected Cell Company and for all other professional services in relation thereto. 	
<u>Disbursements</u>	
- Director fees for 2010	\$2000.00
- Panamanian Shelf Corporation/Change of BOD	\$1352.50
- Outgoing bank charges fee (Panama Fees)	\$ 75.00
- Cell Account Fees (IFSC)	\$ 800.00
- Belmopan Mileage Fee	\$ 137.50
- Office Expenses	<u>\$ 135.00</u>
Sub-Total:	\$4,500.00
(Note: Kindly transfer funds to Horizons Financial Services Bank Account as per the attached wire instructions)	
Total	US\$9,500.00

**DB517 LLC
Operating Agreement Abstract**

This Abstract of the **DB517 LLC** Operating Agreement is effective as of July 29, 2009 by and between **Darren Berg**, as Manager, and **Darren Berg**, as Member, of **DB517 LLC**.

RECITALS

A. **DB517 LLC**, a Delaware series limited liability company, was formed on July 29, 2009 pursuant to a Certificate of Formation filed with the Secretary of State of the State of Delaware. It is a disregarded entity for tax purposes, and owned by **Darren Berg**.

B. The parties wish to enter into this Abstract to summarize the governance, management, and operation of **DB517 LLC** and the disposition of the limited liability company.

BASED UPON THE ABOVE RECITALS, the parties promise and agree as follows:

**ARTICLE 1
DEFINITIONS**

1.1 Definitions. When used in this Agreement, the following terms shall have the following meanings:

1.1.1 "Agreement" shall mean this Agreement, as amended from time to time.

1.1.2 "Interest" shall mean the ownership Interest of a Member in the LLC in any series at any particular time, and all rights and obligations attributable thereto.

1.1.3 "LLC" shall mean **DB517 LLC**, a Delaware series limited liability company.

1.1.4 "Manager" shall mean for the LLC, and each series:

Darren Berg

**ARTICLE 2
FORMATION AND CERTAIN ACTIVITIES OF LLC**

- 2.1 Formation.** The LLC is a series LLC under Delaware law. Assets of the LLC may be segregated into separate series.
- 2.2 Term.** The term of the LLC shall commence upon July 29, 2009 and will continue until the LLC is dissolved.
- 2.3 Name.** The name of the LLC shall be DB517 LLC.
- 2.4 Fiscal Year.** The fiscal year of the LLC shall end on December 31 of each year.
- 2.5 Offices.** The principal office of the LLC shall be located at: 1640 72nd Avenue NE, Mercer Island, WA 98040 or at such other location as the Manager(s) shall designate from time to time.

**ARTICLE 3
MEMBERS, CAPITAL CONTRIBUTIONS AND LOANS**

- 3.1 Capital Contribution of the Members.** The capital contribution of each Member shall be as indicated on Schedule "A" attached hereto and incorporated herein by this reference.
- 3.2 Other Business of Members.** Any Member may engage independently or with others in other business and investment ventures of every nature and description and shall have no obligation to account to the LLC for such business or investments or for business or investment opportunities.
- 3.3 Additional Members.** Additional members shall not be admitted except upon the unanimous vote of the Members.
- 3.4 Voting Rights.** All Members shall have voting rights. A majority vote shall be required to pass any actions for the LLC in general and for any series.

**ARTICLE 4
DISTRIBUTIONS AND ALLOCATIONS**

- 4.1 Annual Distributions.** Distributions will be made to Members as of December 31 of each year in the amount of the cash flow then available.
- 4.2 Allocations.** Items of income, gain, deduction, loss, and credit of the LLC for each fiscal year shall be determined as of the end of such fiscal year and allocated among the Members in accordance with their respective Interests.

**ARTICLE 5
MANAGEMENT OF THE LLC**

Management. Management of the day to day business and affairs of the LLC shall be by the Manager(s). Management of a series shall be determined by the Manager(s) for that series. All decisions that are not contrary to the terms of this Agreement shall be binding upon the LLC and each of the Members.

**ARTICLE 6
BANK ACCOUNTS AND BROKERAGE ACCOUNTS**

Bank and Brokerage Accounts. All LLC funds shall be used only for LLC business purposes and shall be deposited in and withdrawn from an account with such bank as the Manager(s) agree. The Manager(s) shall be authorized to open and sign on any bank or brokerage accounts for the LLC and its series.

**ARTICLE 7
TRANSFER OF INTERESTS**

7.1 General. Transfer of a Member's Interest in the LLC or in a series will not be allowed without first offering it to the other Member(s) of the LLC or such series. The purchase price for such Interest shall be based upon the value as mutually agreed upon by all Member(s) of such series. If the Member(s) cannot agree, then the Manager(s) shall obtain an independent certified appraisal of the fair market value of the LLC. Each member shall be allowed to transfer his, her, or its Interest into a trust or other entity for estate planning purposes without the consent of other members.

7.2 Third Party Transfers. A Member may engage in a transfer to a third party only after the Member desiring to sell has first complied with the terms and conditions of Section 7.1 by offering his, her, or its Interest to the other Member(s) and such other Member(s) have not accepted the offer.

7.3 Rights of Assignee. A transferee of a Member's Interest shall not be admitted as a Member and shall not have the rights or duties of a Member under this Agreement without the written consent of the other Member(s) and Manager(s) of the LLC and series, and without such consent, such transferee shall be entitled only to receive allocations of income, gain, loss, deduction, credit and distributions from the LLC attributable to the Interest acquired by reason of the transfer; provided, however, that the non-transferring Member(s) shall be entitled to treat the transferor as the absolute owner of the transferred Interest and shall incur no liability for distributions or allocations or distributions made in good faith to the transferor, until such time as the documents evidencing the transfer have been received by and recorded on the books of the LLC. Further, a transfer hereunder shall not relieve the transferor of his, her, or its duties and obligations under this Agreement incurred prior to the transfer.

ARTICLE 8 DEFAULTS

8.1 Events of Default. The occurrence of any of the following events shall, at the election of a non-defaulting Member, constitute a default ("Event of Default") on the part of any Member with respect to which such event occurs:

8.1.1 The failure of any Member to perform, observe or comply with any other covenant, representation, obligation or condition to be performed, observed or complied with by the Member hereunder within thirty (30) days following delivery to such Member of written demand by the Manager(s);

8.1.2 The transfer of any Member's Interest in violation of the provisions of Article 7.

8.2 Election to Dissolve. If a Non-Defaulting Voting Member does not elect to acquire the Interest of the Defaulting Member of a series, the Non-Defaulting Voting Members holding at least a 50% Interest in the LLC or such series, may, at the Non-Defaulting Voting Member(s) option, elect to dissolve the LLC or such series pursuant to Article 9 by giving written notice thereof to the Defaulting Member within ninety (90) days of the occurrence of an Event of Default as to the Defaulting Member. Failure of the Non-Defaulting Voting Member(s) to deliver such written notice within the ninety (90) day period shall constitute waiver of the election provided by this Subsection 8.2.

ARTICLE 9 DISSOLUTION AND WINDING UP

9.1. Events of Dissolution. The LLC and each of its series shall be dissolved upon the occurrence of any of the following:

9.1.1 Upon the written consent of all of the Manager(s) and Member(s) thereto;

9.1.2 The sale or other disposition by the LLC of all or substantially all of its assets, unless the Member(s) elect to continue the LLC business for the purpose of the receipt and collection of any consideration to be received in exchange for the assets of the LLC (which activities shall be deemed to be a part of the winding up of the affairs of the LLC);

9.1.3 The election by the Non-Defaulting Member(s) to dissolve the LLC as provided in Section 8.2 of this Agreement.

9.2 Termination and Winding Up.

9.2.1 If the LLC is dissolved, (a) the affairs of the LLC shall be immediately terminated and wound up, (b) an accounting shall be made, (c) the liabilities of the LLC (including, without limitation, liabilities owed to the Members with respect to funds advanced, properties sold and services rendered to the LLC) shall be paid or adequately provided for,

and (d) the remaining assets of the LLC shall promptly be liquidated and any remaining assets shall be distributed to the Member(s) in accordance with Article 4 of this Agreement.

9.2.2 During any winding-up period the Member(s) and the Manager(s) shall continue to act and make all decisions relating to the conduct of any business or operation of the LLC and each series, in accordance with the terms and conditions of this Agreement.

**ARTICLE 10
MISCELLANEOUS**

10.1 **Governing Law.** This Agreement shall be governed by the laws of the State of Delaware.

10.2 **No Assignment.** No party hereto shall assign his, her, or its rights, or delegate his, her, or its obligations, under this Agreement unless and until any such assignment or delegation shall first be consented to in a written instrument executed by all of the other parties hereto.

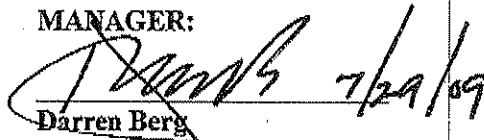
10.3 **No Benefit to Other Parties.** None of the provisions hereof shall inure to the benefit of any person other than the parties hereto, their respective successors and permitted assigns, nor shall they be deemed to create any rights, benefits or privileges in favor of any person except the parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has duly executed and delivered this Agreement as of the day and year first above written.

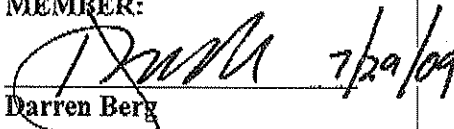
DATED this 29th day of July, 2009.

DB517 LLC

MANAGER:

 7/29/09
Darren Berg

MEMBER:

 7/29/09
Darren Berg

SCHEDULE "A"

MEMBERS INITIAL CONTRIBUTION

DB517 LLC

Name of Member	Voting Interest	Initial Capital Contribution
Darren Berg	100%	Formation costs with the value as shown on the books of the Company.

* This Membership Information Schedule may be amended from time to time in the discretion of the Company Manager(s) without the written agreement of the Members, to the corresponding Voting Interests of each Member.

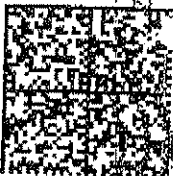


Vigal & Simon, Inc.
One Union Square, Suite 2401
600 University
Seattle, Washington 98101 USA

SEATTLE WA

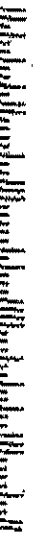
US SEP 2009 PM

Darren Berg
1640 - 72nd Ave. NE
Mercer Island, WA 98040



Postage
\$00.40
09/08/2009
0121020089
Hailed from 98101
US POSTAGE

9804032106



Vigal & Simon, Inc.

One Union Square, Suite 2401
600 University
Seattle, Washington 98101 USA
Phone 206.728.5150
Facsimile 206.728.5140
www.vigalsimon.com

September 8, 2009

Darren Berg
1640 - 72nd Ave. NE
Mercer Island, WA 98040

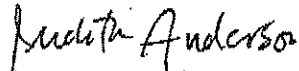
Re: DB517 Trust

Dear Darren,

Please sign both of the enclosed Appointment to the Advisory Committee forms. Keep one for your records and send the other one back to our office.

Thank you.

Very truly yours,



Judith Anderson
Legal Secretary

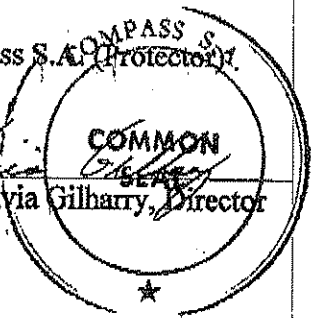
Encls.

**DB517 TRUST
APPOINTMENT TO THE
ADVISORY COMMITTEE**

Compass S.A. as Protector of the DB517 Trust is appointing Darren Berg to act as the Advisory Committee for the Protector. The Advisory Committee shall have the right to veto any actions of the Protector if they would be detrimental to the best interests of the Trust. The Protector shall give the Advisory Committee written notice of any intended action at least 14 days before any action is taken. Proof of delivery of the notice is required before the 14 day time frame begins to run. This appointment is effective immediately upon the execution of this document.

Dated this 31st day of July, 2009

Compass S.A. (Protector)
[Signature]
By: Olivia Gilharry, Director



Accepted by:

Darren Berg

DB517 TRUST
APPOINTMENT TO THE
ADVISORY COMMITTEE

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Dated this 31st day of July, 2009

Compass S.A. (Protector)
COMMON
By: Olivia Gilharry, Director

Accepted by:

Darren Berg