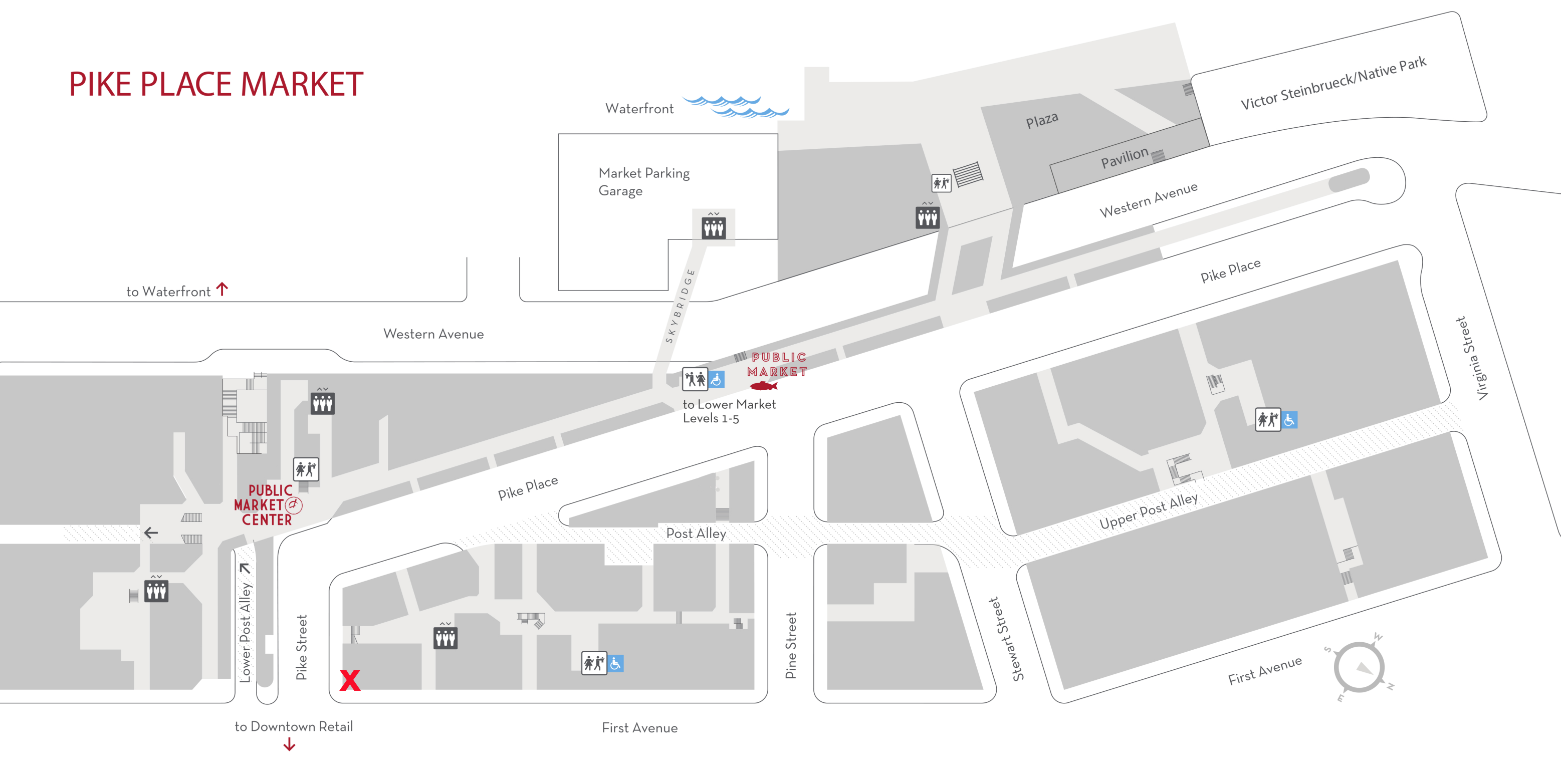
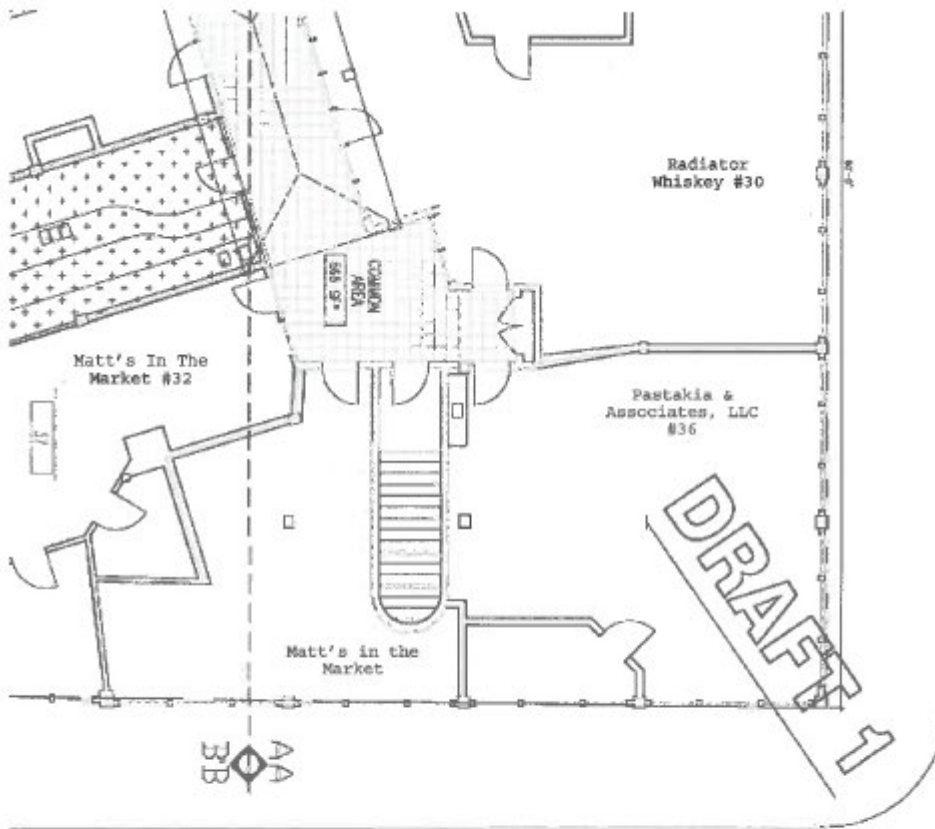


PIKE PLACE MARKET



SITE PLAN



CORNER MARKET - PLUS 2 LEVEL 8x14

SECTION AA QUADRANT VIEW

LAST UPDATE: 9-17-03
ACAD BASE: DA CNR +2



PINE
PLACE
MARKET

Mutual Arts Collective:

The new business part art gallery for public and private special catered events. Part consulting office and retail of music singles for independent record label HockeyTalkter Records artists and small private acoustic music events. The multi-use event space will focus on under-served communities by hosting private dinners, charity events, board meetings, art exhibits/installations, and community gatherings. They will strive to feature artists and organizations of color, veterans, disabled, people recently exonerated, and people in recovery.

Approximate breakdown to be 50/50 between private events and gallery events with a public face. Performance would happen in less than 5% of the events. Retail opportunities (Art, vinyl music) will be available at all events, public or private. Mike McCready and his art/music will have a constant presence at the space. The office space will only be used to conduct business under the Mutual Arts Collective blanket.

BUSINESS INFORMATION

Business Name:

MUTUAL ARTS COLLECTIVE LLC

UBI Number:

604 925 060

Business Type:

WA LIMITED LIABILITY COMPANY

Business Status:

ACTIVE

Principal Office Street Address:

1900 S CORGIAT DR, SEATTLE, WA, 98108-2817, UNITED STATES

Principal Office Mailing Address:

Expiration Date:

05/31/2023

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

05/19/2022

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

ANY LAWFUL PURPOSE

REGISTERED AGENT INFORMATION

Registered Agent Name:

KAREN LORIA

Street Address:

1900 S CORGIAT DR, SEATTLE, WA, 98108-2817, UNITED STATES

Mailing Address:

1900 S CORGIAT DR, SEATTLE, WA, 98108-2817, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL		CHRIS	ADAMS

**LIMITED LIABILITY COMPANY AGREEMENT
OF
MUTUAL ARTS COLLECTIVE LLC**

This Limited Liability Company Agreement of Mutual Arts Collective LLC (“Agreement”) is entered into effective as of May 24, 2022, by and among the Company; the undersigned Members; and Chris Adams as the Manager

ARTICLE I — FORMATION

1.1 Organization. The Members organized the Company as a Washington limited liability company by the filing of a Certificate of Formation with the Secretary of State of Washington on May 18, 2022, pursuant to the provisions of the Act. The Members hereby confirm that Chris Adams has been appointed as Manager of the Company.

1.2 Agreement, Effect of Inconsistencies with Act. For and in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members, the Manager, and the Company hereby agree to the terms and conditions of this Agreement, as it may from time to time be amended according to its terms. The Members and Manager shall be entitled to rely on the provisions of this Agreement, and the Members and Manager shall not be liable to the Company for any action or refusal to act taken in good faith reliance on the terms of this Agreement. The Members and the Company hereby agree that the duties and obligations imposed on the Members as such shall be those set forth in this Agreement, which is intended to govern the relationship between the Company, the Manager, and the Members, notwithstanding any provision of the Act or common law to the contrary.

1.3 Name. The name of the Company is Mutual Arts Collective LLC, and all business of the Company shall be conducted under that name or under any other name, but in any case, only to the extent permitted by applicable law.

1.4 Term. The term of the Company shall be perpetual until dissolved and its affairs wound up in accordance with the Act or this Agreement.

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

1.6 Principal Office. The principal office of the Company shall be located at 1900 Corgiat Drive South, Seattle, Washington. The Manager may, from time to time, change the principal office and make appropriate filings with the Secretary of State to reflect that fact.

ARTICLE II — DEFINITIONS

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

2.1 Act. The Washington Limited Liability Company Act and all amendments to the Act.

2.2 Additional Member. A Member other than the initial Members who have acquired a Membership Interest from the Company.

2.3 Admission (Admit). The act of becoming a Member and obtaining the rights appurtenant to a Membership Interest.

2.4 Agreement. This Agreement including all amendments adopted in accordance with this Agreement and the Act.

2.5 Capital Contribution. Any Contribution or contribution of services made by or on behalf of a Member as consideration for a Membership Interest.

2.6 Certificate. The Certificate of Formation of the Company as properly adopted and amended from time to time by the Members and filed with the Secretary of State of Washington.

2.7 Code. The Internal Revenue Code of 1986 as amended from time to time.

2.8 Company. Mutual Arts Collective LLC, a limited liability company formed under the laws of Washington, and any successor limited liability company.

2.9 Company Property. Any Property owned by the Company.

2.10 Contribution. Any contribution of Property made by or on behalf of a Member as consideration for a Membership Interest or as a contribution to the capital of the Company.

2.11 Distribution. A transfer of Company Property to a Member on account of a Membership Interest regardless of whether the transfer occurs on the liquidation of the Company, in exchange for the Member's interest, or otherwise.

2.12 Disposition (Dispose). Any sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other transfer, absolute or as security or encumbrance (including dispositions by operation of law).

2.13 Manager. One or more managers of the Company. Specifically, the Manager shall mean Chris Adams, or any Person or Persons who succeed him in that capacity, as

approved by the Members. References to the Manager in the singular or as him, her, it, itself, or other like references shall also, where the context so requires, be deemed to include the plural or the masculine or feminine reference, as the case may be. Each Manager shall serve as Manager until his or her death, resignation or removal from office pursuant to this Agreement.

2.14 Member. The members executing this Agreement, any transferee of a Member or any Additional Member. In the event that there is more than one Member, the term “Member” shall mean all Members, and any action that may be taken under this Agreement by the Member shall require the consent of the Members who own a majority of the Membership Interest.

2.15 Membership Interest. A Member’s entire interest in the Company including such Member’s rights in the Company’s profits, losses, and Distributions pursuant to this Agreement and the Act and such other rights and privileges that the Member may enjoy by being a Member.

2.16 Person. An individual, trust, estate, or any incorporated or unincorporated organization permitted to be a member of a limited liability company under the laws of Washington.

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

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

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

ARTICLE III — NATURE OF BUSINESS

The Company’s business shall be to operate an art gallery for public and private special catered events and a retail establishment for independent record label HockeyTalkter Records, and any other lawful business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose.

ARTICLE IV — ACCOUNTING AND RECORDS

4.1 Records to be Maintained. The Manager shall maintain the following records at the principal office of the Company:

4.1.1 The full name and last known mailing address of the Members;

4.1.2 A copy of the Certificate of Formation and all amendments thereto;

4.1.3 A copy of this Agreement including all amendments thereto;

4.1.4 A written statement of (1) the amount of cash and a description of the agreed value of the other property or services contributed to the Company by each Member and which such Member has agreed to contribute to the Company, (2) the times at which or events on the happening of which any additional contributions agreed to be made by the Members are to be made to the Company (if any), and (3) any right of a Member to receive distributions which include a return of all or any part of such Member's contributions to the Company (if any);

4.1.5 Copies of the Company's federal, state and local tax returns and reports, if any, for the three most recent years;

4.1.6 Copies of any financial statements of the Company for the three most recent years;

4.1.7 A copy of any record made by the Company during the past three years of any consent given by or vote taken of any member pursuant to the Act or this Agreement; and

4.1.8 Any other records required to comply with RCW 25.15.136, as now or hereafter amended, and all other applicable laws.

ARTICLE V — MEMBERS

The Members are Michael McCready and Ashley OConnor McCready, husband and wife, and Chris Adams.

ARTICLE VI — MANAGEMENT

6.1 Management Rights. Subject to Section 6.2 of this Article VI, the business of the Company shall be conducted by the Manager and all management of the Company shall be vested in the Manager. The Manager shall have power and authority to take the following actions on behalf of the Company:

6.1.1 The location or relocation of a place of business for the Company;

6.1.2 The execution, or appointment of officers and agents with such designation as the Manager may determine to execute, on behalf of the Company, all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing statements; documents providing for the acquisition, mortgage, investment or disposition of property, including the licensing of intellectual property;

6.1.3 The appointment and fixing of compensation for officers and other agents for the Company;

6.1.4 The determination of the amount of, and the making of, Distributions;

6.1.5 The acquisition of property from any Person as the Manager may determine. The fact that the Manager or Members are directly or indirectly affiliated or connected with any such Person shall not prohibit the Manager from dealing with that Person subject to other provisions of this Agreement;

6.1.6 The borrowing of money for the Company from banks or other lending institutions;

6.1.7 The purchase of liability and other insurance to protect the Company's property and business;

6.1.8 The investment of any Company funds (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments;

6.1.9 The confession of a judgment against the Company;

6.1.10 The making of any capital expenditure;

6.1.11 The employment of accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds; and

6.1.12 The doing and performance of all other acts as may be necessary or appropriate to carry out the Company's business purpose.

6.2 Certain Powers of Manager and Restrictions on Authority of the Manager. Notwithstanding Section 6.1 of this Article VI, only the Members may take the following actions or may direct the Manager to take the following actions:

6.2.1 The Admission of an Additional Member;

6.2.2 The initiation or a proceeding for the bankruptcy of the Company;

6.2.3 A change in the purpose of the Company;

6.2.4 The approval of a merger, conversion or the application of any statute (the application of which is elective) to the Company;

6.2.5 The taking of any act which would make it impossible to fulfill the purpose of the Company;

6.2.6 The amendment of this Agreement or the taking of any action in violation of this Agreement;

6.2.7 The causing of the Company to voluntarily initiate a proceeding under which the Company would become a debtor under the United States Bankruptcy Code; or

6.2.8 The sale, exchange or other Disposition of all, or substantially all, of the Company Property other than in the ordinary course of the Company's business.

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

6.4 Indemnification. The Company shall indemnify the Members and the Manager for all costs, losses, liabilities, and damages paid or accrued by the Members (either as Members or as agents) or Manager in connection with the business of the Company or because such Person is a Member or Manager, to the fullest extent provided or allowed by Washington law. In addition, the Manager shall cause the Company to advance costs of participation in any Proceeding to the Manager or Members. The Manager may, with the consent of the Members, indemnify all other employees and agents of the Company for all costs, losses, liabilities, and damages paid or accrued by the agent or employee in connection with the business of the Company or because such Person is an agent or employee, to the fullest extent provided or allowed by Washington law.

6.5 Conflicts of Interest.

6.5.1 The Members or Manager shall be entitled to enter into transactions that may be considered to be competitive with, or a business opportunity that may be beneficial to, the Company, it being expressly understood that the Members or Manager may enter into transactions that are similar to the transactions into which the Company may enter.

6.5.2 A Member or Manager does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest. A Member or Manager may lend money to and transact other business with the Company. The rights and obligations of a Member or Manager who lends money to or 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 shall be voidable solely because a Member or Manager has a direct or indirect interest in the transaction if either the transaction is fair to the Company or the Member (in the case of a transaction in which the Manager but not the Member is personally interested) or the Manager (in the case of a transaction in which the Member but not the Manager is personally interested) with knowledge of the interest of the Member or Manager as the case may be.

6.6 Compensation of Members and Manager. The Members and Manager shall be reimbursed for all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the Members.

6.7 Standard of Care of Members and Manager. The Members' and Manager's duty of care in the discharge of their duties to the Company is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law. In discharging their duties, the Members and Manager shall be fully protected in relying in good faith upon the records required to be maintained under Article IV and upon such information, opinions, reports or statements by any of its agents, or by any other Person, as to matters the Members or Manager reasonably believe are within such other Person's professional

or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

ARTICLE VII — CONTRIBUTIONS

7.1 Initial Contributions. Each Member shall make the Contribution described for that Member on Exhibit A at the time and on the terms specified on Exhibit A. If no time for the Contribution is specified, the Contributions shall be made upon execution of this Agreement. The value of the Contributions shall be as set forth on Exhibit A. No interest shall accrue on any Contribution, and the Members shall not have the right to withdraw or be repaid any Contribution except as provided in this Agreement.

7.2 Additional Contributions. In addition to the initial Contributions, the Members may make additional contributions. The Members shall not be obligated to make any additional contributions.

ARTICLE VIII — DISTRIBUTIONS

8.1 Distributions. Except as provided in Section 8.2 and in the Act, the Company may make Distributions as determined by the Manager from time to time in accordance with this Agreement.

8.2 Limitations on Distributions. No Distribution shall be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

ARTICLE IX — PARTNERSHIP REPRESENTATIVE.

9.1 Designation of Representative. Chris Adams shall be designated as the partnership representative as described in Code section 6223, and the Company and the Members shall complete any actions necessary or reasonably appropriate to affect such designation. By signing this Agreement, Chris Adams accepts the designation as partnership representative for the Company and agrees to forward any and all communications from the IRS relating to the Company to the Members.

9.2 Term. A partnership representative shall serve until his, her, or its death, resignation, incapacity, bankruptcy, revocation, removal or a determination by the IRS that the designation is not effective.

9.3 Revocation and Resignation. The designation of a partnership representative may be revoked with or without cause by a written notice from the Members, and a partnership representative may resign at any time by giving written notice to the Members. The partnership representative whose designation has been revoked or who has resigned shall follow the directions of the Members in connection with the appointment of a successor partnership representative and the filing of such statements, forms and other document with the IRS as required by the Partnership Audit Rules. Notwithstanding the foregoing, in the event such

revocation or resignation is not effective for purposes of the Partnership Audit Rules, and in any event prior to the effective appointment of a successor, the partnership representative whose designation has been revoked or who has resigned shall take any and all actions and sign and deliver any and all documents, instruments, elections and agreement as directed by the Members until such revocation or resignation is effective for purposes of the Partnership Audit Rules.

9.4 Vacancies. If there is a vacancy in the position of partnership representative, a successor partnership representative shall be designated by the Members.

9.5 Instructions Regarding Certain Elections and Alternatives. The partnership representative shall file such election forms, statements and other information required by the Partnership Audit Rules to make the election out of the Partnership Audit Rules pursuant to Code section 6221(b) (the "Opt-Out Election") if the Company is eligible for the Opt-Out Election, and, if not eligible for the Opt-Out Election, shall otherwise make the push-out election pursuant to Code section 6226(a) with respect to any tax year of the Company.

9.6 Withholding. If the Company is required to withhold any portion of any amounts distributed, allocated or otherwise attributable to a Member by applicable U.S. federal, state, local or foreign tax laws, or the Company is required to pay any taxing authority by reason of a Company level tax audit, including any actual or imputed underpayment, the Company may withhold such amounts from the Members and make such payments to taxing authorities as are necessary to ensure compliance with any tax laws. Any funds withheld by reason of this section and any taxes paid by the Company with respect to income or gain allocable to a Member, including by reason of any Company level audit, shall nonetheless be deemed distributed to such Member for purposes of this Agreement and shall be treated as distributions actually paid to such Member. If the Company does not withhold from any given distribution to a Member any amounts it was required or permitted to withhold pursuant to applicable tax laws, any Company level audit provisions or the provisions of this Agreement, the Company may, at its option, (1) require the Member to which the withholding was credited to reimburse the Company for withholding required or permitted by such laws, any Company level audit provisions or this Agreement, including any interest and penalties thereon, or (2) reduce any subsequent distributions to such Member by such withholding, plus any interest and penalties. The obligation of a Member to reimburse the Company for such amounts shall continue after such Member Transfers or liquidates its interest in the Company.

ARTICLE X— DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

10.1 Disposition. Each Member's Membership Interest is transferrable either voluntarily or by operation of law. Each Member may Dispose of all or a portion of the Member's Membership Interest. Notwithstanding any provision of the Act to the contrary, upon the Disposition of a Member's Membership Interest, the transferee shall be admitted upon the completion of the transfer without further action. Upon the transfer of a Member's entire Membership Interest (other than a temporary transfer or transfer as a pledge or security interest), the transferring Member shall cease to be a Member and shall have no further rights or obligations under this Agreement, except that the transferring Member shall have the right to such information as may be necessary for the computation of that Member's tax liability.

10.2 Admission of Additional Members. The Members may Admit Additional Members and determine the Capital Contributions of such additional Members.

ARTICLE XI — DISSOLUTION AND WINDING UP

11.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the will of the Members. Notwithstanding any provision of the Act to the contrary, the Company shall continue and not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy, or dissolution of any Member or any other event that terminates the continued membership of a Member.

11.2 Effect of Dissolution. Upon dissolution, the Company shall cease carrying on as distinguished from the winding up of the Company business, but the Company is not terminated and continues until the winding up of the affairs of the Company is completed and the Certificate of Dissolution has been issued by the Secretary of State of Washington.

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

11.3.1 To creditors, including a Member if a Member is a creditor, to the extent permitted by law, in satisfaction of Company liabilities; and then

11.3.2 To the Members. Such distributions shall be in cash, Property other than cash, or partly in both, as determined by the Manager.

11.4 Winding Up and Certificate of Dissolution. The winding up of a limited liability company shall be completed when all debts, liabilities, and obligations of the limited liability company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the limited liability company have been distributed to the Members. Upon the completion of winding up of the Company, a Certificate of Dissolution shall be delivered by the Manager to the Secretary of State of Washington for filing. The Certificate of Dissolution shall set forth the information required by the Act.

ARTICLE XII — AMENDMENT

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

ARTICLE XIII — MISCELLANEOUS PROVISIONS

13.1 Entire Agreement. This Agreement represents the entire agreement between the Members and the Company.


13.2 Rights of Creditors and Third Parties under Agreement. This Agreement is entered into between the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for

the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Members with respect to any Capital Contribution or otherwise.

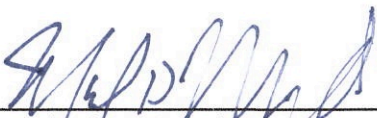
IN WITNESS WHEREOF, we have hereunto set our hands on the date set forth above.

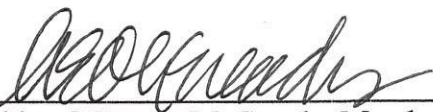
COMPANY:

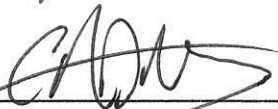
MUTUAL ARTS COLLECTIVE LLC

By: 
Chris Adams, Manager

MEMBERS:


Michael McCready, Member


Ashley OConnor McCready, Member


Chris Adams

MANAGER:

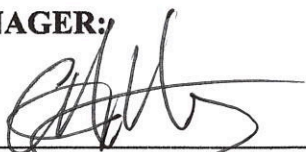
By: 
Chris Adams, Manager

EXHIBIT A

<u>Member</u>	<u>Percent of Membership Interest</u>
The marital community of Michael McCready and Ashley OConnor McCready	95%
Chris Adams	5%