

**MEMBER CONTROL AGREEMENT OF
FRIENDS OF CREATION SCIENCE LIMITED LIABILITY COMPANY**

This Member Control Agreement (this “Agreement”) is made effective as of _____, 2009 (the “Effective Date”), by and between **Friends of Creation Science Limited Liability Company**, a Minnesota limited liability company (the “Company”), **Lutheran Island Camp**, a Minnesota nonprofit corporation (“Lutheran Island”) and all of the owners of the Company’s issued and outstanding Membership Units (collectively the “Members”).

RECITALS

1. The undersigned constitute all of the Members of the Company.
2. Section 322B.37 of the Act authorizes a Member Control Agreement.
3. Each of the undersigned wish to enter into this Agreement.

For good and valuable consideration, the receipt of which the parties acknowledge, the parties agree as follows:

**ARTICLE 1
DEFINITIONS**

Wherever used in this Agreement the following terms shall have the following meanings, unless another meaning is explicitly indicated by the context:

“**Act**” means the Minnesota limited liability company act contained in Minnesota Statutes Chapter 322B, as amended.

“**Additional Member**” or “**Additional Members**” means those Persons who purchase Membership Units pursuant to the provisions of Section 4.2 and who execute this Agreement in accordance with the terms of a Subscription Agreement executed by each such Person and delivered to and accepted on behalf of the Company by the Chief Manager.

“**Adjusted Capital Contribution**” means, with respect to a Member, the total contribution (in cash or other property) required of such Member pursuant to Section 7.1 and actually or deemed (pursuant to a revaluation under Section 704(b) of the Code) contributed by such Member, reduced by any distribution to such Member pursuant to Section 9.1.

“**Agreement**” means this Member Control Agreement as amended, modified or supplemented from time to time.

“Applicable Rate” means a rate of interest equal to the Base Rate charged and defined, as from time to time established, by Wells Fargo Bank Minnesota, N.A., or any similar successor rate, but in any event not to exceed eight percent (8%) per annum

“Articles” means the articles of organization filed on behalf of the Company with the Minnesota Secretary of State, as amended from time to time.

“Board” or “Board of Governors” means the board of governors of the Company.

“Bona Fide Offer” means a writing describing the bona fide good faith intention of a Person delivering such writing to purchase Membership Units and stating the consideration to be paid for those Units, the method of payment and all other material terms and conditions of the offer.

“Capital Account” has the meaning set forth in Section 7.2.

“Capital Contribution” means the total amount of cash and/or the fair market value of property contributed or agreed to be contributed by a Member as a capital contribution upon becoming a Member of the Company.

“Code” means the Internal Revenue Code of 1986, as amended from time to time and any successor thereto. Any reference to specific sections of the Code shall be to the section as it now exists and to any successor provision.

“Company” means Friends of Creation Science Limited Liability Company, a Minnesota limited liability company.

“Contribution” means the total amount of money and/or the value accorded by the Members to property or services contributed by a Member to the Company with respect to his, her or its Membership Units.

“Distribution” means the total amount of cash and/or the fair market value of property distributed by the Company to Members from time to time with respect to their Membership Units.

“Fair Market Value” means an amount equal to the aggregate cash present value of the Membership Units being valued determined in accordance with the terms of Article 13.

“Financial Impairment” means (a) bankruptcy or insolvency, (b) the filing of a voluntary or involuntary proceeding in bankruptcy or receivership in a court of competent jurisdiction or appointment of a trustee or receiver as a result of a said action and proceeding in a court of competent jurisdiction and the continuance of such proceeding for a period of ninety (90) days without dismissal or (c) the entry into any arrangement, composition or reorganization for the benefit of creditors.

“Financial Rights” means a Member’s rights to share in the Company’s profits and losses and Distributions and the Member’s right to transfer such rights according to the terms of this Agreement.

“Governance Rights” means all of a Member’s rights as a Member other than Financial Rights.

“Manager” or “Managers” means any natural Persons appointed by the Board of Governors pursuant to the Operating Agreement’s terms to hold the positions of Chief Manager, Secretary, Treasurer and any other such managerial positions the Board of Governors select.

“Member” or “Members” means a person reflected in the Required Records of the Company as the owner of one or more Membership Units of the Company who has signed this Agreement, such person’s heirs, executors, administrators, personal representatives and successors and any assigns of Membership Units, Governance Rights or Financial Rights as permitted by the Act, the Articles of Organization, the Operating Agreement, and this Agreement and as reflected in the Required Records of the Company. When the Governance Rights and Financial Rights attributable to a Membership Unit have been separated and such separation is reflected in the Required Records of the Company, references to Member shall mean the holder of the Governance Rights or Financial Rights related to such Membership Unit as appropriate in the context.

“Membership Units” or “Units” means one of the units created by the Company into which the Members’ ownership interests in the Company are divided, each such Membership Unit consisting of Governance Rights and Financial Rights, the right to assign such Membership Unit or the Financial Rights attributable to such Membership Unit, and to separate the Governance Rights and Financial Rights attributable to a Membership Unit and separately assign such rights, all in accordance with the Act, the Articles of Organization and Operating Agreement of the Company, and this Agreement. When the Governance Rights and Financial Rights attributable to a Membership Unit have been separated and such separation is reflected in the Required Records of the Company, references to Membership Unit shall mean the Governance Rights or Financial Rights related to such Membership Unit as appropriate in the context.

“Net Income” and “Net Losses” mean the Company’s profit and losses, as the case may be, as determined for federal income tax purposes as of the close of each of the Company’s fiscal years.

“Operating Agreement” means the Company’s Operating Agreement, as amended, adopted by the Members, if any.

“Original Price” means the original purchase price which a Member initially paid for the Member’s Membership Units.

“Person” means any individual, partnership, corporation, limited liability company, trust or other entity.

“Purchaser” means a Person, including, if applicable, the Company or Lutheran Island, who has elected to acquire a Member’s Membership Units.

“Remaining Members” means, in the event any Member becomes a Transferring Member under this Agreement, all Members other than the Transferring Member.

“Required Records” means those records required to be maintained by the Company pursuant to the Operating Agreement and Section 322B.373 of the Act.

“Subscription Agreement” means an agreement in writing, signed by the Chief Manager and a Person desiring to become a Member, setting forth the terms of such Person’s admission as a Member, including, but not limited to, the agreed value of the Contribution that shall be made by such Person to the capital of the Company and the Membership Interests to be issued by the Company to such Person.

“Transfer” means any proposed, claimed or asserted voluntary or involuntary disposition of any Membership Units by any Member, or by such Member’s agent, executor, administrator, trustee, receiver or other legal representative in any manner whatsoever, including, but not limited to, the following: disposition by gift, sale, exchange or devise, pledge, mortgage, assignment, grant of a security interest or other encumbrance, attachment, levy of execution or seizure by creditor whether or not by judicial process, assignment for the benefit of creditors, distribution by executor, administrator or trustee, and passage under any judicial order or legal process in law or equity, including passage by reason of descent and distribution, dissolution of marriage, bankruptcy, legal incapacity or insanity and transfer to a receiver for the administration of property of a Member.

“Transferring Member” shall mean a Member whose Membership Units, whether voluntarily or involuntarily, become subject to a Transfer, or whose Membership Units become subject to any of the options contained in this Agreement by reason of the occurrence of any events described in Article 12 of this Agreement.

“Valuation Date” shall mean the day immediately preceding the day on which any Transfer or other event giving rise to an option or obligation to purchase Membership Units provided in this Agreement occurs.

ARTICLE 2 PURPOSE

The Company has been formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is to bring together a number of God’s people whom he has blessed in such a way that together they might be able to purchase certain

real property near Henning, Minnesota, known as the “Christ Serve Ranch” (the “Real Property”) for use by Lutheran Island; for the Company to hold such property until such time as Lutheran Island can raise the remaining funds to purchase the property, and engaging in any other lawful act or activity for which limited liability companies may be formed under the Act, and engaging in any and all activities necessary or incidental to the foregoing.

ARTICLE 3 FIRST GOVERNORS

The first governors of the Company, appointed by the organizer and hereinafter named, shall hold office until their successors are elected and qualified pursuant to the Operating Agreement.

Judith Kretzschmar
Robert Brueske
Kathleen M. Schroeder
William Schultz

ARTICLE 4 MEMBERS

4.1 Members’ Names. The Members’ names and issued Membership Units are set forth on the attached **Exhibit A**. The Membership Units reflected in **Exhibit A** are ordinary Membership units of one class, without series, and shall have the rights provided by law, subject to any statement in this Agreement of the specific rights or terms of such Membership Units.

4.2 Additional Members. Additional Members may be admitted to the Company only upon terms and conditions as may be established by the written approval of the Board and in compliance with all of this Agreement’s terms or as this Agreement otherwise specifically provides. Upon such consent and issuance of additional Membership Units, **Exhibit A** and the Required Records shall be appropriately amended. Nothing in this Section 4.2 shall be construed to limit the effect of Article 7 with respect to the assignment or other transfer of Units by Members.

4.3 Cumulative Voting Rights. No Member shall have any cumulative voting rights.

4.4 Preemptive Rights. No Member shall have any preemptive rights.

4.5 No Dissenters’ Rights. The Members expressly waive any and all dissenting rights under Minn. Stat. §322B.383 and 322B.386 both as amended.

**ARTICLE 5
TERM**

The Company's term shall be perpetual.

**ARTICLE 6
PLACE OF BUSINESS**

The Company's principal place of business shall be 45011 - 230th Street, Henning, Minnesota. The Chief Manager may change the location of the Company's principal office, and may in his discretion establish additional places of business of the Company.

**ARTICLE 7
CAPITAL CONTRIBUTIONS**

The Company's capital shall be contributed by the Members and accepted by the Board at the respective values set forth on the attached **Exhibit A** as follows:

7.1 Initial Capital Contributions of Members. Each Member has initially contributed to the Company's capital the amount specified following the Member's name on the attached **Exhibit A** as the Member's initial Capital Contribution, and shall be credited with the Membership Units set forth in **Exhibit A**.

7.2 Capital Accounts. The Company shall maintain a separate "Capital Account" for each Member in accordance with the provisions of Section 704(b) of the Code and Treasury Regulations thereunder (or corresponding provisions of future law). The initial balances in the Capital Accounts shall be, for each Member, the initial Capital Contribution the Member made as set forth on **Exhibit A**. Without limiting the generality of the first sentence of this Section 7.2, the Capital Account of each Member shall be increased by (i) the amount of any additional Capital Contributions such Member makes to the capital of the Company pursuant to Section 7.8; (ii) the fair market value of property contributed by such Member to the Company, net of liabilities which the Company assumes or to which the property is subject; (iii) the share of the Company's Net Income (including income and gains exempt from tax) allocated to such Member under the provisions of Article 8; and shall be decreased by (iv) any Distribution made by the Company to such Member pursuant to the provisions of Article 9; (v) the fair market value of any property distributed to such Member by the Company, net of liabilities attached to such property which the Member assumes or to which the property is subject; and (vi) the share of the Company's Net Losses and deductions (including any expenditures of the Company described in Section 705(a)(2)(B) of the Code or treated as such expenditures pursuant to Treasury Regulation §1.704-1(b)(2)(iv)(I) allocated to such Member under the provisions of Article 8.

Upon the occurrence of a Contribution to or Distribution from the Company described in Treasury Regulations §1.704-1(b)(2)(iv)(f)(5) or as otherwise permitted, the Chief Manager in his sole discretion may, and upon the unanimous written approval of all of the Members, shall

increase or decrease the Capital Accounts of the Members to reflect a revaluation of Company assets on the Company's books, and, in that event, allocations of Company income, gain, loss and deduction (and items thereof) shall, for all purposes of this Section 7.2 be determined in the manner provided in Section 704(b) or Section 704(c) of the Code, as the case may be, and the Treasury Regulations thereunder.

This Section 7.2 and the other provisions of the Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with Section 704(b) of the Code and the Treasury Regulations thereunder (or corresponding provisions of future law) and the economic sharing of profits and losses of the Company contemplated hereunder by the Members. In the event the Chief Manager shall determine that it is prudent to modify the manner in which the Capital Accounts or any increase or decrease thereto are computed in order to comply with Section 704(b) and the Treasury Regulations thereunder, the Chief Manager may make such modifications, provided that such modifications are not likely to have a material effect on the amount distributed to any Member pursuant to Section 17.2 upon the Company's liquidation.

7.3 No Right to Return of Contributions. The Members shall have no right to the withdrawal or the return of their respective Contributions except to the extent set forth in Section 18.2 upon liquidation of the Company. The Company shall not be liable to the Members for repayment of their Contributions.

7.4 No Interest on Capital. No interest shall be paid by the Company on any Contributions.

7.5 Loans to Company. Subject to any other restrictions contained in this Agreement, a Member may lend money to the Company from time to time, if authorized by the Chief Manager, in excess of the Member's Capital Contribution and any such loan shall not be treated as a Contribution to the capital of the Company for any purpose or entitle such Member to any increase in the Member's share of the Net Income, Net Losses, gains, deductions, credits, or Distributions of the Company. The Company shall be obligated to such Member for the amount of any such loan, with interest thereon at such reasonable rate as may have been agreed upon by such Member and the Chief Manager; provided, however that the interest rate on any such loans shall not exceed the rate that would apply to the Company borrowing on similar terms from recognized banks or financial institutions.

7.6 Default by Member. If a Member fails to make any payment, or any installment thereof, when due, of any Contribution, additional Capital Contributions, or other obligation under this Agreement or under a Subscription Agreement, the Chief Manager may enforce such obligation in such manner as may be permitted by law. Without limiting the generality of the foregoing, the Chief Manager may, in his sole discretion, (i) bring an action of law or in equity to enforce such obligation; (ii) assess interest on the unpaid amount at the highest rate of interest then being charged to the Company by any lender; and (iii) require the defaulting Member, provided such default shall not theretofore have been cured, unconditionally and irrevocably to

assign to one or more of the remaining Members (as determined in accordance with the next succeeding sentence hereof) that portion of his, her or its Membership Units which bear the same ratio to all of such defaulting Member's Membership Units as the remaining amount of unpaid Contributions, whether due or not yet due, of such defaulting Member bears to the total amount of Contributions, paid and unpaid, required to be made by such defaulting Member. If the Chief Manager requires assignment of all or a portion of a defaulting Member's Membership Units pursuant to subdivision (iii) above, each remaining Member shall have the right to acquire the Membership Units, determined as aforesaid in the proportion which his, her or its Membership Units bear to the aggregate Membership Units of the remaining Members who desire to participate in such purchase.

7.7 Transferee Succeeds to Transferor's Capital Account. If any Member transfers all or a part of the Member's Financial Rights in the Company, the transferee Member shall succeed to the Capital Account of the transferor Member to the extent of the Interest transferred, in accordance with Treasury Regulation §1.704-(b)(2)(iv)(I).

7.8 Additional Capital. Members shall be required to contribute additional capital to the Company in excess of the amount specified in Section 7.1 as provided in this Section. Additional Capital Contributions may be requested, from time to time, by the Board. The Board's decision must identify a specific amount needed as additional capital, must be made in good faith, and must be for the purpose of furthering the interests of the Company. If the Chief Manager decides to request additional capital, then all Members shall make additional Capital Contributions to the Company on a pro-rata basis based upon each Member's Membership Units. Each Member shall promptly submit their Contributions to the Company.

If a Member does not make any additional Capital Contribution pursuant to this Section, the Member shall be in default of this Agreement and the Company or any other non-defaulting Member may exercise all available legal or equitable rights. The amount of additional Capital Contributions by each Member shall be credited to the Capital Account of such Member and the Member's Membership Units shall be adjusted accordingly.

ARTICLE 8 ALLOCATIONS

8.1 Allocation of Net Income and Net Losses. The Company's Net Income and Net Losses for each fiscal year for book purposes, whether taxable or nontaxable, shall be allocated to the Members ratably in proportion to their Membership Units. Allocations for federal income tax purposes shall be made in accordance with the requirements of Treasury Regulations §1.704-1(b)(4)(I), as in effect on the date hereof, to take into account prior Capital Account adjustments.

8.2 Proration of Allocations. All income, losses, gains, deductions and credits for a fiscal year allocable with respect to any Member whose Units may have been transferred, forfeited, reduced or changed during such year shall be allocated based upon the varying Units of the Members throughout the year. The precise manner in which such allocation shall be made

shall be determined by the Board and shall be a manner of allocation permitted to be used for federal income tax purposes.

8.3 Tax Allocations. In accordance with Section 704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value as of the date of contribution.

In the event any Company asset is adjusted as a result of a revaluation pursuant to Section 6.2, subsequent allocations of income, gain, loss and deduction with respect to such asset shall take account of any variation between the adjusted basis of such asset for federal income tax purposes and its fair market value as of the date of such revaluation in the same manner as under Section 704(c) of the Code and the Treasury Regulations thereunder. Any election or other decision relating to such allocations shall be made by the Chief Manager in any manner that reasonably reflects the purpose and intention of this Agreement.

Allocations pursuant to this Section 8.3 are solely for purposes of federal, state and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of income, profits, gains, losses, expenses, deductions, credits or other items or distributions pursuant to any provision of this Agreement.

8.4 Consent to Allocation. Each Member expressly consents to the methods provided in this Agreement for the allocation of the Company's Net Profits and Net Losses.

ARTICLE 9 DISTRIBUTIONS

9.1 Distributions of Net Cash from Operations. Any Distribution of net cash from operations of the Company for each fiscal year shall be paid to the Members, ratably in proportion to their Membership Units. Distributions from operations shall only be made in the amounts and in the manner specified by the Board.

9.2 Other Cash Distributions. Distribution of any net proceeds upon the sale, exchange or other disposition of all or substantially all of the Company's assets shall be made in accordance with Section 17.2.

9.3 No Distribution by Reason of Withdrawal. Withdrawal from the Company or transfer of Membership Units shall not entitle any Member to receive any Distribution from the Company except as Distributions to all Members are subsequently made pursuant to Sections 9.2 or 17.2.

9.4 Distributions in Kind. No Member shall have any right to demand or receive a Distribution from the Company in any form other than cash, nor shall any Member be compelled

to accept any distribution of property in kind except under circumstances where all Members receive undivided interests in property or substantially equivalent interests in property on the basis of their Membership Interests. In the event of a Distribution of property in kind, such property shall be assumed to have been sold at its fair market value at the time of the Distribution, and the resulting gain or loss shall be allocated among the Members according to their Membership Units, and their Capital Accounts shall be adjusted accordingly.

ARTICLE 10 TAX MATTERS

10.1 Tax Characterization and Returns. The Members acknowledge that the Company will be treated as a “partnership” for tax purposes. Within ninety (90) days after the end of each fiscal year, the chief manager or chief financial manager of the Company will cause to be delivered to each person who was a Member at any time during such fiscal year a Form K-1 and such other information, if any, with respect to the Company as may be necessary for the preparation of such Member’s federal or state income tax (or information) returns, including a statement showing each Member’s share of income, gain, or loss and credits for such fiscal year for federal or state income tax purposes.

10.2 Accounting Decisions. All decisions as to accounting matters shall be made by the Board of Governors in its sole discretion. The Company, at the sole discretion of the Board, may make or revoke such elections as may be allowed pursuant to the Code, including the election referred to in Section 754 of the Code, or any successor thereto, to adjust the basis of Company property.

10.3 “Tax Matters Partner”. The Board may designate a Manager to act on behalf of the Company as the “tax matters partner” within the meaning of Section 6231(a)(7) of the Code.

ARTICLE 11 OPTIONS ARISING FROM PROPOSED TRANSFERS

11.1 Restrictions on Transfer. Except as otherwise provided herein within Section 11.2, unless the prior written consent of the Company, Lutheran Island Camp and all other Members has first been obtained, no Member or such a Member’s agent, executor, administrator, trustee, receiver or other legal representative shall at any time Transfer his, her or its Membership Units except in strict accordance with this Agreement’s provisions and any attempt to do so will be null and void and of no effect.

11.2 Notice of Intended Transfer. Any Member shall promptly notify the Company in writing of the existence of all serious negotiations with any Person for the Transfer of any portion of his, her or its Membership Units. In the event any Member desires to Transfer, or determines that all or a portion of his, her or its Membership Units should be Transferred pursuant to a Bona Fide Offer, that Member then becomes a Transferring Member and shall promptly notify the Company of that fact in a writing stating (i) his, her or its intention to make

such a Transfer, (ii) the number of Membership Units intended to be Transferred, (iii) the identity of the Person making the Bona Fide Offer and (iv) a copy of the Bona Fide Offer. Such written notice is referred to in this Agreement as a “Notice of Bona Fide Offer.”

11.3 Company’s Option. For a period of twenty (30) days from the later of:

- a. the date of delivery to the Company of a Notice of Bona Fide Offer (the “Notice Date”); or
- b. if applicable, the date of determination of the Fair Market Value of the Membership Units subject to such Notice of Bona Fide Offer under Article 13 of this Agreement;

the Company shall have and is granted the right, privilege and option to elect to purchase all or a portion of the Membership Units owned by the Transferring Member. The Company may exercise its option by providing written notice to the Transferring Member of its election to exercise such option and the number of Membership Units it elects to acquire within twenty (30) days of the receipt of notice by the Company from the Transferring Member required by this Section 11.3. The Company’s failure to provide timely response shall constitute the election of the Company not to exercise its option.

11.4 Member Option.

a. In the event the Company does not fully exercise its rights under Section 11.3 and to purchase all of the Membership Units owned by the Transferring Member as of the Notice Date, the Transferring Member shall provide the Remaining Members (including Luther Island Camp if they are a Member) with written notice of that fact within ten (10) days after the expiration of the option periods provided under Section 11.3. For a period of thirty (30) days after the receipt of notice by the Remaining Members from the Transferring Member required by this Section, (the “Initial Option Period”) the Remaining Members (including Luther Island Camp if they are a Member) shall have and are hereby granted the right, privilege and option to elect to purchase all or a portion of the Membership Units owned by the Transferring Member on the Notice Date. Each Member shall have the initial right to purchase that portion of the Membership Units of the Transferring Member equal to the ratio of the Membership Units owned by such Member on the Notice Date to the total number of Membership Units owned by all Remaining Members on the Notice Date (the “Initial Option Rights”). A Member may exercise his, her or its Initial Option Rights by providing a written notice to the Transferring Member, the Company and the Remaining Members during the Initial Option Period stating such Member’s election to exercise his, her or its option and the number of Membership Units which he, she or it elects to acquire. Failure to provide a timely written election shall constitute the election of the Member not to exercise his, her or its option.

b. If one or more of the Remaining Members does not fully exercise his, her or its Initial Option Rights, the Transferring Member shall notify in writing all other Remaining Members whom have exercised their Initial Option Rights and the Company of that fact within

five (5) days after the expiration of the Initial Option Period. Each Remaining Member who has fully exercised his, her or its Initial Option Rights shall have a secondary right to purchase all of the Membership Units of the Transferring Member not previously selected for purchase under this Agreement in the ratio of such Remaining Member's existing number of Membership Units owned on the Notice Date (not including Membership Units acquired by reason of the exercise of his, her or its Initial Option Rights), to the total number of Membership Units owned on the Notice Date by all other Remaining Members who have fully exercised their Initial Option Rights (not including Membership Units acquired by reason of the exercise of their Initial Option Rights). Such secondary right may be exercised by providing written notice to the Transferring Member, the Company and the Remaining Members who have fully exercised their Initial Option Rights within ten (10) days after delivery of notice to such Remaining Member of the existence of Membership Units subject to his, her or its secondary rights under this Section 11.4(b). The secondary rights provided under this Section 11.4(b) shall be renewed in the same manner until all of the Transferring Member's Membership Units have been purchased or until no Remaining Member desires to purchase any more Membership Units of the Transferring Member which the Remaining Members have not previously elected to purchase under this Agreement.

11.5 Lutheran Island Camp's Option. In the event the Company or the Remaining Members do not fully exercise their rights under Sections 11.3 and 11.4 to purchase all of the Membership Units owned by the Transferring Member as of the Notice Date, Lutheran Island Camp shall have and is granted the right, privilege and option to elect to purchase all or a portion of the Membership Units owned by the Transferring Member on the Notice Date for a period of twenty (20) days after no Remaining Member desires to purchase any more Membership Units of the Transferring Member under Section 11.4(b). Lutheran Island Camp may exercise its option rights by providing a written notice to the Transferring Member, the Company and the Remaining Members during the 20 day period stating Lutheran Island Camp's election to exercise its option and the number of Membership Units which it elects to acquire. Failure to provide a timely written election shall constitute Lutheran Island Camp's election not to exercise its option.

11.6 Membership Unit Call Option. Notwithstanding the foregoing to the contrary, while this Agreement is in effect, Lutheran Island Camp will have the option to purchase all or a portion of any Member's Membership Units at any time (the "Call Option") by providing written notice to both the Member and the Company stating Lutheran Island Camp's intention to exercise the Call Option (the "Call Option Notice"). Upon receiving the Call Option Notice a Member shall be obligated to sell and transfer and Lutheran Island Camp shall be obligated to purchase all of such Member's Membership Units in accordance with the following paragraphs.

11.7 Purchase Price. In the event any of the above options, including the Call Option, are exercised during the first three (3) years from this Agreement's Effective Date (the "Initial Period"), the purchase price for any of the Membership Units purchased under such options shall be Thirty Thousand and No/100 Dollars (\$30,000.00) per Membership Unit. However, in the event any of the above options are exercised after the expiration of the Initial Period, the

purchase price for any of the Membership Units purchased under such options shall be based on the Fair Market Value of the Membership Units as determined under Article 13.

11.8 Right to Transfer. If the Company, the Remaining Members and Lutheran Island do not elect to acquire at least that number of the Transferring Member's Membership Units described in the Notice of Bona Fide Offer and the Board approves of the transferee identified in the Notice of Bona Fide Offer, the Transferring Member shall have the right, for a period of thirty (30) days from the expiration of the option period provided in Section 11.5, to Transfer the number of Membership Units identified in the Notice of Bona Fide Offer to the Person identified in the Notice of Bona Fide Offer. Such transfer shall not be made on terms and conditions other than those set forth in the Notice of Bona Fide Offer, no matter how slight any such variance may be. If the Transferring Member's Membership Units are not so transferred within the thirty (30) day period, the Membership Units shall thereafter remain subject to all of this Agreement's provisions.

11.9 Obligations of Transferees. All transferees of Membership Units transferred in accordance with this Section 11 shall take the Membership Units subject to all of the terms, conditions, restrictions and agreements contained in this Agreement. As a condition precedent to the validity and completion of any proposed Transfer of Membership Units, the transferee shall be required to execute a counterpart of this Agreement and such other documents, agreements or contracts as may be required by the Company upon consultation with its legal counsel including, but not limited to, any Member Control Agreement or Member voting agreement then in effect, or any other agreement or agreements deemed necessary by the Company to transfer all of the obligations and rights of any Member in the Membership Units to the transferee of such Membership Units. Any proposed Transfer in which a proposed transferee refuses to comply with the provisions of this Section 11.8 shall be null and void and of no effect.

11.10 Voluntary Transfers Until July 15, 2011. Notwithstanding anything in this Agreement apparently to the contrary, and except for sales and transfers to existing Members who are residents of the State of Minnesota at the time of such transfer, or to the Company or Lutheran Island Camp pursuant to Article 11, no Member may voluntarily sell, transfer, assign, gift, pledge, transfer or encumber any of his, her or its Units until July 15, 2011 (the "Transfer Date"). Following the Transfer Date, the Member may voluntarily sell, transfer, assign, gift, pledge, transfer or encumber his, her or its Units only in accordance with the requirements of Article 11 and this Agreement.

ARTICLE 12 ADDITIONAL EVENTS GIVING RISE TO OPTIONS

12.1 Upon the occurrence of any of the following events:

- a. A Member's Financial Impairment;
- b. A Member dies;

c. Any act occurs or condition exists which would constitute a Transfer of any Membership Units if the restrictions upon Transfers set forth in this Agreement did not exist and which act or condition does not constitute a Transfer authorized or permitted pursuant to and completed in full compliance with Article 11;

then the Member to whom such event applies shall be deemed a Transferring Member and the Company, the Remaining Members and Lutheran Island Camp shall have, and are granted, the right, privilege and option to acquire all of the Membership Units owned by the Transferring Member immediately before the occurrence of such event and any additional Membership Units acquired by the Transferring Member after the occurrence of such an event but before the commencement of the Company's option to purchase described in Section 11.3.

The options granted in this Article 12 shall be exercised in accordance with the provisions of Article 11. For purposes of determining the relevant option periods with respect to any such triggering event, the day that any Governor or Manager of the Company other than the Transferring Member first has actual knowledge that any event described in this Article 12 has occurred shall be deemed to be the Notice Date under Section 11.3. If the Company, the Remaining Members and Lutheran Island Camp do not elect to purchase all of the Membership Units subject to the options provided in this Article 12, the Transferring Member shall not be required to sell his, her or its Membership Units hereunder, and the provisions of this Agreement shall continue to apply to any Membership Units retained by such Transferring Member.

12.2 Company Obligation Upon Member's Death. Notwithstanding the foregoing, upon the death of a Member and within twenty (20) days of the expiration of the last option provided in Section 11.5, the legal representative of the deceased Member's estate shall sell and transfer to the Company, and the Company shall purchase and acquire from said legal representative, all of the Membership Units owned by the deceased Member at the time of the deceased Member's death. If upon a Member's death, the Company owns and is the beneficiary of a life insurance policy covering the Member, the Company will use the policy's proceeds to purchase the deceased Member's Membership Units from the Member's estate. Any life insurance proceeds the Company does not use to purchase the Membership Units will be treated as the Company's additional working capital.

ARTICLE 13 VALUATION OF MEMBERSHIP UNITS

13.1 Valuation. The Fair Market Value of the Membership Units of the Company for purposes of this Agreement for events of purchase occurring after this Agreement's Effective Date, shall be determined by the Company's certified public accountant following the close of each quarter for tax and financial purposes (the "CPA Valuation"). The CPA Valuation shall be based on the Company's book value calculated for tax and financial purposes following the close of the most recent quarter. The book value shall mean the amount by which the Company's assets exceed its liabilities using generally accepted accounting procedures. Such valuation shall be binding except as otherwise provided in this Article.

13.2 Value of Membership Interests or Financial Rights being Sold. The Fair Market Value of the Membership Units being sold shall be equal to the Fair Market Value of all of the Membership Units issued divided by the total number of Membership Units owned by all the Members and multiplied by the number of Membership Units being sold. For example, if the Fair Market Value of 100% of the Company's Membership Units is \$300,000, the total amount of Membership Units owned by all the Members is 25, and a Member is transferring 3 Membership Units, the Fair Market Value of 3 of the Membership Units would be \$36,000.00 calculated as follows:

$$\$300,000/25 = \$12,000 \times 3 = \$36,000$$

ARTICLE 14 PAYMENT FOR MEMBERSHIP INTERESTS OR FINANCIAL RIGHTS

14.1 Closing Date. Except as otherwise provided within this Agreement, upon the Transfer of any Member's Membership Units under Article 11 or 12, the transaction's closing shall occur at a time of day and place mutually agreeable to the Member, his, her or its representative and the Purchaser on a date not later than thirty (30) days subsequent to the expiration of the option period applicable to any of the Membership Units, or if later, in the event of a purchase upon any Member's death, closing shall occur with respect to the Purchaser entitled to receive proceeds of any life insurance on such a Member within thirty (30) days following the receipt by that Purchaser of those proceeds.

14.2 Payment Terms. The purchase price of any Membership Units acquired in a sale pursuant to this Agreement shall be paid in cash or certified funds. Ten percent (10%) of the purchase price shall be paid at Closing, or, in the event of any Member's death, the Purchaser who receives proceeds of life insurance on the death of the Member shall pay at Closing the amount (not to exceed the total purchase price) of the life insurance proceeds received by that Purchaser. The purchase price's remaining principal balance shall be paid in 120 equal consecutive monthly installments commencing on the first day of the month following the Closing Date and continuing on the first day of each and every month in the 119 succeeding months, together with interest accrued on the unpaid balance at the Applicable Rate.

14.3 Promissory Note. As evidence of any installment payment obligations incurred by the payment terms of Section 14.2 the Purchaser shall execute and deliver to the Member on the closing date a Promissory Note providing for payment in the required manner and in substantially the same form and substance as the attached **Exhibit B**.

14.4 Amounts Due. Any sums due and payable by the Company under this Agreement to any Member or his legal representative shall be reduced by any indebtedness which may be due and owing by such a Member to the Company.

14.5 Voting Rights. Any decision by the Company regarding whether to exercise any option to purchase all or any part of a Transferring Member's Membership Units pursuant to the

terms of this Agreement or to waive any of its rights hereunder shall be made by the Members other than the Transferring Member; provided, however, that if this provision is contrary to the Articles of Organization, Operating Agreement or other Agreement, the Transferring Member shall vote his/her or its entire Membership Units in the same manner that a majority of the voting power of the Membership Units of the other Members is voted with regard to any of the above described decisions.

14.6 Default Under Loan Agreements. Notwithstanding any other provisions of this Agreement to the contrary, in the event any purchase by the Company of any Membership Units pursuant to this Agreement and/or the accompanying payments of the purchase price would result in a default under any loan or credit agreement(s) between the Company and any lender, then the purchase, or the payments if the purchase has been made, shall be postponed until the transaction can proceed without causing such a default. Interest at the Applicable Rate shall accrue during the time that the transaction is postponed. The parties to the transaction shall take all reasonable action to cause the transaction to proceed as soon as possible.

14.7 Endorsements of Membership Unit Certificates. Upon this Agreement's execution, any Certificates issued evidencing the Membership Units (if any) shall be subject hereto and shall be surrendered to the Company and endorsed as follows:

“MEMBERSHIP UNITS EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS OF A MEMBER CONTROL AGREEMENT EFFECTIVE BY AND AMONG THE MEMBERS OF THE COMPANY AND THE COMPANY, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE COMPANY.”

After endorsement, the Certificates, if any, shall be returned to the Members who shall be entitled to exercise all rights of ownership concerning said Membership Units subject to this Agreement's terms, conditions, and restrictions. All further Membership Units hereafter issued, whether to the Members or to any other Person shall bear the same endorsement and be subject to all this Agreement's terms, conditions and restrictions. Upon termination of this Agreement for reasons other than dissolution, the Members shall surrender to the Company their Membership Unit Certificates, if any have been issued, and if Certificates have been issued, the Company shall issue them in lieu thereof new Membership Unit Certificates for an equal number of Membership Units without the legend set forth above.

14.8 Agreement on File. The Members acknowledge and agree that: (a) this Agreement has been signed by all persons who are now Members whether or not all have voting interests, and by all subscribers for Membership Units, whether or not voting interests, to be issued; (b) a copy of this Agreement shall at all times be kept on file in the office of the Company; (c) the existence and location of a copy of this Agreement shall be noticed conspicuously on the face or back of each certificate for Membership Units, if any certificates have in fact been issued; and (d) every Member, beneficial owner of Membership Units or other Person having a security interest in Membership Units shall have the right, upon written demand, to obtain a copy of the Agreement from the Company at the Company's expense.

**ARTICLE 15
NEW MEMBERS BOUND BY AGREEMENT**

Any Person who is admitted to the Company as a Member shall be subject to and bound by all the provisions of this Agreement as if originally a party to this Agreement, including specifically the requirements of Article 7 relating to Capital Contributions.

**ARTICLE 16
AMENDMENT**

No change, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment is contained in a writing signed by all Members and Lutheran Island.

**ARTICLE 17
DISSOLUTION**

17.1 Dissolution.

a. The Company shall be dissolved upon the unanimous vote of the Board or upon the occurrence of any of the events described in Section 322B.80, Subd. 1(1-3 & 6-7) of the Act. The Company shall not be dissolved upon the occurrence of any of the events described in Section 322B.80, Subd. 1(4-5) of the Act.

b. As soon as possible following the occurrence of any of the events specified in this Section 17.1 effecting the Company's dissolution, the Chief Manager shall execute and properly file a notice of dissolution.

c. Upon properly filing a notice of dissolution, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a certificate of termination has been properly issued or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

17.2 Distributions on Liquidation. Upon liquidation, the Company's business shall be wound up, the Chief Manager shall take full account of the Company's assets and liabilities, and all assets shall be liquidated as promptly as is consistent with obtaining the fair value thereof. If any assets are not sold, gain or loss shall be allocated to the Members in accordance with Article 8 as if such assets had been sold at their fair market value at the time of the liquidation. If any assets are distributed to a Member, rather than sold, the Distribution shall be treated as a Distribution equal to the fair market value of the assets at the time of the liquidation. The assets of the Company shall be applied and distributed in the following order of priority:

a. To the payment of all debts and liabilities of the Company, including all fees due the Managers, and including any loans or advances that may have been made by the Members to the Company, in the order of priority as provided by law;

b. To the establishment of any reserves deemed necessary by the Chief Manager or the person winding up the affairs of the Company for any contingent liabilities or obligations of the Company; and

c. To the Members, ratably in proportion to the credit balances in their respective Capital Accounts, in an amount equal to the aggregate credit balances in the Capital Accounts after and including all allocations to the Members under Article 8, including the allocation of any income, gain or loss from the sale, exchange or other disposition (including a deemed sale pursuant to this Section 17.2) of the Company's assets.

ARTICLE 18 MISCELLANEOUS

18.1 Notices. All notices, offers, demands, certificates or other communications required or permitted under this Agreement shall be in writing, signed by the Person giving the same. Notice shall be treated as given when personally received or (except in the event of a mail strike) when sent by certified or registered mail, postage prepaid, return receipt requested, to a Member at the address as shown from time to time on the records of the Company. Any Member may specify a different address by notice to the Chief Manager.

18.2 Consent and Waiver. No consent under and no waiver of any provision of this Agreement on any one occasion shall constitute a consent under or waiver of any other provision on said occasion or on any other occasion, nor shall it constitute a consent under or waiver of the consented-to or waived provision on any other occasion. No consent or waiver shall be enforceable unless it is in writing and signed by the party against whom such consent or waiver is sought to be enforced.

18.3 Entire Agreement. This Agreement constitutes the entire agreement among the parties. It supersedes any prior agreement or understanding among them, and it may not be modified or amended in any manner other than as set forth herein.

18.4 Governing Law. Minnesota law will govern this Agreement.

18.5 Successors. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, heirs, administrators, executors, successors and assigns.

18.6 Number and Gender. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural and

pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

18.7 Interpretation. All references herein to Articles, Sections and subsections refer to Articles, Sections and subsections of this Agreement. All Article and Section headings are for reference purposes only and shall not affect the interpretation of this Agreement.

18.8 Severability. If any provision of this Agreement or the application of such provision to any Person or circumstances, shall be held invalid, the remainder of the Agreement, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected thereby.

18.9 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement binding on all Members. Each Member shall become bound by this Agreement immediately upon signing any counterpart, independently of the signature of any other Member.

18.10 Necessary Instruments. The Members covenant and agree that they shall execute any further instruments and shall perform any acts which are or may become necessary to effectuate and to carry out the terms and conditions of this Agreement.

18.11 Drafting Attorney. The parties acknowledge that Rinke-Noonan, as legal counsel for the Company, prepared this Agreement on behalf of and in the course of its representation of the Company and Lutheran Island Camp, and the Members acknowledge that they have been advised to seek separate legal counsel.

18.12 Member's Other Business Activities. Any Member may engage in any other business venture of any nature and description, independently or with others, provided that it is not in violation of this Agreement. The Members agree that any Member's participation in any other venture or activity, is permissible and shall not be considered to violate this Agreement or any duty of loyalty or fiduciary duty.

18.13 Business Opportunities. Except where a Company opportunity is derived directly by a Member in the conduct of the Company's activities, no Member shall be obligated to present any particular business opportunity to the Company or the Members, even if the opportunity is of a character which, if presented to the Company or its Members could be taken by the Company or its Members, and each Member shall have the right to take such business opportunity as such Member's own or to recommend to others any business opportunity.

18.14 Articles of Organization and Operating Agreement. The Articles of Organization of the Company is incorporated by reference and made a part of this Agreement. In the event of any conflict between the Articles of Organization and this Agreement, the provisions of this Agreement shall govern to the extent not contrary to law.

18.15 RELIANCE ON THIS AGREEMENT.

(A) Each Member acknowledges that, although there are many possible methods of determining the fair market value of the Company's Membership Units, all of the Members have entered into this Agreement in reliance upon the expectation and understanding that the method(s) contained in this Agreement for determining the fair market value of the Company's Membership Units shall be applied under the circumstances and in accordance with the terms and conditions set forth in this Agreement. Accordingly, it is the intention and expectation of all the Members that, in situations in which this Agreement is applicable, the courts interpret and apply this Agreement strictly in accordance with its terms and conditions, whether acting under Minnesota Statutes, Section 322B.833 or otherwise.

(B) Each Member confirms that the Member has carefully reviewed this Agreement and understands it. The Member further confirms that the Member has been advised to consult with legal counsel representing the Member concerning this Agreement and any other agreements between or among the Member, the Company and any of its present or prospective Members, governors, managers and/or employees.

(C) Each Member further represents that, although the Member is (or from time to time may be) an employee, officer and/or director of the Company, the Member is holding the Membership Units for their potential as an equity investment and without any expectation under Minnesota Statutes, Section 322B.833 or otherwise that the ownership of the Membership Units will entitle the Member to any rights as an employee, governor or manager of the Company (or of any such subsidiary or other affiliate of the Company) that would not exist if the Member were not a Member. The Member further agrees that no change in his or her expectations concerning employment or concerning his or her participation as an officer or director will have a reasonable basis unless set forth in a written agreement expressly giving the Member additional rights as to such matters. The Company advises the Member that except as otherwise specifically provided in this Agreement, the Company has the expectation that the Member will not have any right to employment by the Company or to continue to be an officer or director of the Company by virtue of the Member's ownership of the Membership Units, and that the Company would not have issued Membership Units to the Member if the Member had any contrary expectations.

The undersigned have executed this Member Control Agreement as of the day and year first above written.

[Signature page to follow]

FRIENDS OF CREATION SCIENCE
LIMITED LIABILITY COMPANY

By _____
_____, Its Chief Manager

LUTHERAN ISLAND CAMP

By _____
_____, Its President

Member

Member

Member

Member

Member

**EXHIBIT A
TO
MEMBER CONTROL AGREEMENT OF
FRIENDS OF CHRISTIAN SCIENCE LIMITED LIABILITY COMPANY**

<u>Member</u>	<u>Contribution</u>	<u>Agreed Value of Contribution</u>	<u>Membership Units</u>
1.			
2.		_____	
3.			
Total			

EXHIBIT B

PROMISSORY NOTE

\$ _____, Minnesota
_____, 20 _____

FOR VALUE RECEIVED, the undersigned, _____, promises to pay to the order of _____ the principal sum of _____ Dollars (\$ _____) together with interest on the unpaid principal balance at the rate of _____ percent (____%) per annum, the same to be paid in one hundred twenty (120) equal consecutive monthly installment payments of principal, together with all interest accrued on the unpaid principal balance hereof. The first such monthly installment shall be due and paid on the ____ day of _____, 20__, the remainder of such payments shall be due and paid on the ____ day of the month in each of the next succeeding 119 months.

In case of default in the payment of any installment due hereunder, and the failure of the maker hereof to cure said default within a period of thirty (30) days following the receipt of written notice of said default by the holder hereof, then, or at any time thereafter during the continuance of such default, the holder hereof may without further notice declare the entire principal balance evidenced hereby immediately due and payable. In such event, the undersigned maker will pay all costs of collection including reasonable attorneys' fees.

The undersigned is hereby granted the right, option and privilege of prepaying any part of the indebtedness evidenced by this Promissory Note at any time without penalty.

This Promissory note is issued pursuant to the terms and conditions of that certain Member Control Agreement dated effective as of _____, 2009, by and among Friends of Creation Science Limited Liability Company (the "Company"), Lutheran Island Camp and the Company's Members.
