



DOMESTIC PARTNERSHIP MARRIAGE AGREEMENT

SMITHBROWN FAMILY, LLC
A DELAWARE
LIMITED LIABILITY LLC

JOHN W. SMITH
MEMBER PARTNER

AND

SCOTT L. BROWN
MEMBER PARTNER

EFFECTIVE DATE OF THIS
PARTNER AGREEMENT
August 18, 2003

SMITHBROWN FAMILY, LLC
(Delaware)
DOMESTIC PARTNER AGREEMENT

Effective Date of this Partner Agreement: **August 18, 2003**

Member Partner: **John W. Smith**
Date of Birth: **January 15, 1943**
Social Security # **(019-32-7139)**

Member Partner: **Scott L. Brown**
Date of Birth: **August 16, 1978**
Social Security # **(030-38-2697)**

Resident Agent for Legal Service: **XYZ,Inc.**
 122 Main Street, xxx,Delaware 02125
 Tel: 806-555-1212
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SMITHBROWN FAMILY, LLC
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PARTNER AGREEMENT
OF
SMITHBROWN FAMILY, LLC
(DELAWARE)

DOMESTIC PARTNER AGREEMENT

BETWEEN

MEMBER PARTNER: " JOHN W. SMITH "

AND

MEMBER PARTNER: " SCOTT L. BROWN "

(This "Agreement") is dated **August 18, 2003** by and between **John W. Smith**, Managing Member and **Scott L. Brown** as Nonmanaging Member. Additional Members are listed in schedule "A" attached to this Agreement.

Federal Employer Identification Number. This State of Delaware Domestic Limited Liability (LLC Delaware Act) organized hereby has applied for / but not yet received a Federal Employer Identification Number with the Internal Revenue Service in full compliance with the Code of 1986, as amended.

Mandatory Binding Arbitration. In consideration of the timely and cost effective resolution of controversies between the parties, all such controversies regarding the Agreement or the rights of the parties hereto, shall be submitted to arbitration before the American Arbitration Association. The parties agree to waive their rights to a jury trial, punitive damages, tort damages, attorney's fees, costs, or expenses as a result of this Agreement or enforcement of the arbitration's award, the parties agree that the venue lies in the state of Delaware, and the parties waive their right to a jury trial for any claims or counter claims. This arbitration clause shall survive the termination or the breach of the Agreement. If any provision of the Arbitration Clause is held invalid, the invalidity shall not affect other provisions of this Arbitration Clause.

Severability. If any provisions of this Agreement not essential to its principal objectives is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way, and each party agrees to interpret and apply this agreement to implement its intent to the full extent permitted by law.