

FORM OF
LIMITED LIABILITY COMPANY AGREEMENT
OF
_____ LLC

This Limited Liability Company Agreement (this Agreement) of _____
LLC is entered into this ___ day of _____, 2012 by the University of Alaska (the "Member")

pursuant to and in accordance with the o TJ -0.03 Tc 0.03 Tw (,)Tj /TT2 1 Tf 0.02 Tw 6.97 0 Td [(a)4(s)-1(a

and file any other certificates (and any amendments and statements thereof)
the Company to qualify to do business in a jurisdiction in which the Company may wish
ness.

3. Purpose. The Company is formed for the object and purpose of, and the nature of
be conducted promoted by the Company is, engaging in all lawful activities for which
companies may be formed under the Act. Without limiting the foregoing in this
primary purpose of the Company is to commercialize intellectual property resulting
conducted at and under the supervision of the Member to do so through a
ans including without limitation, the establishment of one or more direct and
aries of the Company to engage in commercial transactions and the assignment
g of certain intellectual property assigned and/or licensed to the Company by the

4. Powers. The Company shall have the power to do any and all acts reasonably
appropriate, proper, advisable, legal or convenient to or for the furtherance of the purpose and
described herein and for the protection and benefit of the Company, and shall have, without
and all of the powers that may be exercised on behalf of the Company by the Member
agreement, including Section 15.

5. Principal Business Office. The principal place of business and office of the
Company shall be located at, and the Company business shall be conducted from, such place or places as
shall be determined by the Member.

6. Registered Office. The address of the registered office of the Company in the State
of Alaska is Corporation Service Company, 9360 Glacier Highway, Suite 202, Juneau, Alaska 99801.

7. Registered Agent. The name and address of the registered agent of the
Company is _____, _____, _____, Alaska 99801.

8. Name and Mailing Address of the Member. The name and the mailing address of the Member are as follows:

Name

University of Alaska

Address

3211 Providence Drive
Anchorage, Alaska 99508

unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

24. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Alaska (without regard to conflict of laws principles thereof), and all rights and remedies shall be governed by such laws.

26. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member. At least 30 calendar days in advance of any such modification, alteration, supplement or amendment, the Company shall provide written notice thereof and a brief explanation of same to the Board of Regents

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has duly executed this Agreement as of the date first written above.

UNIVERSITY OF ALASKA

Name:

Title:

Schedule A

Name

Capital Contribution