

**SOLCO I, LLC
OPERATING AGREEMENT**

This SOLCO I, LLC, Operating Agreement (the "Agreement") is made and entered by the Members of SOLCO I, LLC, (the "Company"), as the term "Member" is defined in Section 2.1.P below, as of the 18th day of August, 2017.

RECITALS

A. The Company is a Utah limited liability company formed in accordance with the Utah Revised Uniform Limited Liability Company Act (the "Act").

B. All of the ownership and membership of the Company is held by the parties to this Agreement.

C. The Members have each reviewed this Agreement, in its entirety, and desire to cause the same to be adopted as and for the operating agreement of the Company, in accordance with the Act, and to replace and supersede any and all prior operating agreements of the Company, if any prior operating agreements have been entered into by the Members.

AGREEMENT

Pursuant to the Act, and all other pertinent laws of the State of Utah and its political subdivisions, and in exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned Members mutually agree and covenant as follows:

**ARTICLE 1
ORGANIZATION**

1.1 **Company Status.** The Members hereby acknowledge that the Company has been formed previously under the laws of the State of Utah and is currently an active Utah Limited Liability Company.

1.2 **Name.** The business of the Company shall continue to be conducted under the name of SOLCO I, LLC.

1.3 **Principal Place of Business.** The principal place of business for the Company shall be 2730 West 4000 South, Oasis, Utah 84624, unless changed by the Manager by giving written notice to all the Members of any change in location not less than ten (10) days preceding such change.

1.4 Continuation of Business. The Company shall continue to operate until dissolved: (1) by written consent of members holding a majority of the ownership interest in the company; or (2) upon the death, retirement, resignation, expulsion, bankruptcy, or dissolution of a member, unless the business of the company is, within 90 days of such event, continued by consent of remaining members holding a majority of the remaining ownership interest in the company.

ARTICLE 2
DEFINITIONS

2.1 Definitions. The terms used in this Agreement shall have the following meanings:

A. *Act* means the Utah Revised Uniform Limited Liability Company Act, Title 48, Chapter 3a, Utah Code Annotated.

B. *Additional Capital Contributions* means contributions of cash or other properties to the Company, in addition to the Initial Capital Contributions by the Present Members as set forth in Section 6.2 below.

C. *Capital Accounts* means the Capital Account of each Member as described in Section 7.1 below.

D. *Code* means the Internal Revenue Code of 1986, as amended.

E. *Company* means SOLCO I, LLC, a Utah limited liability company.

F. *Capital Contributions* means collectively all Initial Capital Contributions of the Present Members and all Additional Capital Contributions.

G. *Division* means the Division of Corporations and Commercial Code of the Department of Commerce, State of Utah.

H. *Initial Capital Contributions* means the initial contribution of cash of other properties to the Company by the Present Members as set forth in Section 6.1 below.

I. *Interest* or *Member's Interest* means an individual Member's share of the Company assets, profits, surplus or losses as shown in Section 4.1 below, and all rights of a Member of a limited liability company under the Act and under this Agreement.

J. *Manager* means the Manager of the Company as set forth in Section 8.1 below.

K. **Member or Members** means the Members identified below and such other Members admitted by the unanimous vote of all of the Members in accordance with this Agreement, but shall not mean the husband, wife, child or parent of any Member unless such husband, wife, child or parent is expressly named herein as a Member.

L. **Net Capital Contributions** means the difference between each Member's Capital Contributions and the sum of all distributions to such Member of the Extraordinary Cash Receipts of the Company in reduction of capital in accordance with Section 7.3 below.

M. **Net Extraordinary Cash Receipts** has the meaning set forth in Section 7.4 below.

N. **Net Operating Cash Receipts** has the meaning set forth in Section 7.3 below.

O. **Net profits or losses** means the net profits or losses of the Company for federal income tax purposes as determined by the accountants employed by the Company; provided, however, that in the event the profits or losses of the Company are later adjusted in any manner, as the result of an audit by the Internal Revenue Service, or otherwise, then the net profits or losses of the Company shall be adjusted to the same extent.

P. **Present Members** means the Members of the Company as set forth in Section 4.1 below.

Q. **Substitute Member** means a person who acquires an Interest in the Company from a Member pursuant to the terms and conditions of this Agreement. Upon the satisfaction of all terms and conditions to the acquisition of a Member's Interest, specifically including, but without limitation, all conditions set forth in Sections 10.5 and 10.6 below, the person acquiring such Interest will become a Member.

ARTICLE 3 PURPOSES

3.1 **Primary Purpose.** The principal purpose of the Company shall be to own, operate and manage communal restaurant facilities and other types of retail businesses.

3.2 **Secondary Purposes.** The secondary purposes of the Company shall be to engage and transact any and all business for which limited liability companies may be lawfully engaged in the State of Utah under the Utah Revised Limited Liability Company Act.

ARTICLE 4
MEMBERS OF THE COMPANY

4.1 Members. The names, addresses and percentage interests of the Members of the Company are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>INTEREST</u>
Randale P. Johnson	2730 West 4000 South Oasis, Utah 84624	One Third (33-1/3%)
LaGrand T. Johnson	2730 West 4000 South Oasis, Utah 84624	One Third (33-1/3%)
Glenda E. Johnson	2730 West 4000 South Oasis, Utah 84624	One Third (33-1/3%)

4.2 Classes of Members. There shall be one class of Members. There shall be no distinction between the rights and liabilities of Members except as noted herein.

ARTICLE 5
LIABILITY OF MEMBERS AND EMPLOYEES

5.1 Except as set forth in Article 7.1, neither the Members, the Manager nor the Employees of the Company are personally liable under a judgment, decree, or order of a court, or in any other manner, for a debt, obligation, or liability of the Company.

ARTICLE 6
CAPITAL CONTRIBUTIONS; LOANS

6.1 Initial Capital Contributions. The property and assets identified on the attached Exhibit A, which is incorporated herein by this reference, shall constitute the Initial Capital Contribution of the Present Members to the Company.

6.2 Additional Capital Contributions. From time to time, upon written consent of the Manager, each of the Members may contribute additional cash and other properties into the Company which shall constitute Additional Capital Contributions.

6.3 Withdrawal of Capital Contributions. Except as otherwise expressly provided in this Agreement, only upon the winding up of the affairs of the Company and dissolution of the business of the Company by the sale or other disposition of the Company's assets, and the

collection of all proceeds therefrom, may any of the Capital Contributions be withdrawn. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to profits, losses, or distributions. No Member shall be personally liable to any other Member for the return of any part of the Members' Capital Contributions. Capital Contributions shall not bear interest.

6.4 Loans. Any Member may, with the consent of the Manager, make loans to the Company. The amount of any such loan or advance shall not increase the Capital Account of the lending Member nor entitle such lending Member to any increase in his or her share of distributions of the Company or subject him or her to any greater portion of the losses which the Company may sustain. The amount of any such loan or advance shall be a debt due from the Company to such lending Member and shall be repayable on such terms and conditions, and bear interest at such rate as shall be mutually agreed upon between the lending Member and the Company. The loan may be secured, if required by the lending Member and consented to by the Manager, by a mortgage on any or all of the properties of the Company. Such loans shall be repaid, together with interest, prior to the time any distributions are made to the Members.

ARTICLE 7
CAPITAL ACCOUNTS;
ALLOCATIONS OF PROFITS AND LOSSES;
CASH DISTRIBUTIONS

7.1 Capital Accounts. A separate Capital Account shall be maintained for each Member. Each Member's Capital Account shall be credited with each Member's Initial Capital Contribution. Each Member's Capital Account shall be increased by the Additional Capital Contributions made by such Member and by such Member's share of gains and profits of the Company as allocated under Section 7.2 below. Such account shall be decreased by any distributions to such Member under Sections 7.3 and 7.4, and by such Member's share of losses and deductions of the Company as allocated under Section 7.2 below. Solely for accounting purposes among the Members, a Member may have a minus or debit balance in his or her Capital Account, but any such minus or debit balance shall not represent a liability of such Member to the Company unless the Company is being terminated, in which event any Member with a negative Capital Account shall be required to restore his Capital Account to zero.

7.2 Allocation of Net Profits or Losses. The net profits or losses of the Company shall be determined for each calendar year of the Company. Each item of income, gain, loss, deduction, or credit thereof shall be allocated among the Members in accordance with their percentage interest in the Company as shown in Section 4.1 above unless a different arrangement is agreed to in writing.

In the event a Member has contributed appreciated property to the Company, as a Capital Contribution, in kind, and the property is later transferred by the Company (including but not

limited to sales or distributions in kind to Members other than the contributing Member), to the extent required by Section 704(c) of the Code, income, gain, loss or other deductions shall be allocated to the contributing Member.

7.3 A. Determination of Distributions of Net Operating Cash Receipts. The Net Operating Cash Receipts of the Company is defined to mean the net profits or losses of the Company, determined in accordance with Section 7.2 above, excluding therefrom net profits or losses resulting from transactions described in Section 7.4 below, with the following adjustments:

(a) depreciation and other non-cash charges deducted in the computation of the net profits or losses of the Company shall be added thereto; and

(b) principal payments on any Company indebtedness, conditional sales contracts, payments to property replacement or improvement reserves, any other cash expenditures which have not been deducted in determining the net profits and losses of the Company, and any amounts determined by the Members to be required to maintain reasonable working capital, to repay advances by Members to the Company, or for any contingency relating to the conduct of the Company's business, shall be deducted therefrom.

B. Distribution of Net Operating Cash Receipts. The Net Operating Cash Receipts shall be determined for each calendar year of the Company and to the extent not required for Company operations as determined by the Manager, shall be distributed among the Members at such time as the Manager shall determine.

7.4 A. Determination of Net Extraordinary Cash Receipts. The Net Extraordinary Cash Receipts of the Company shall be defined to mean all cash received by the Company, less any and all expenses relating thereto, from the following sources:

(a) The net proceeds of any financing or refinancing of the Company's assets after satisfaction of any prior encumbrances, if required or appropriate, and after satisfaction of all costs and expenses relating to such financing or refinancing.

(b) The net proceeds of any sale or condemnation of all or any portion of the Company's assets, except in the ordinary course of business, after satisfaction of any related encumbrance and any costs and expenses relating to such sale or condemnation; and

(c) Any other receipts of cash by the Company that are not included within the definition of Net Operating Cash Receipts under Section 7.3 above.

B. Distribution of Net Extraordinary Cash Receipts. Net Extraordinary Cash Receipts may be distributed among the Members during the term of the Company and upon termination, from time to time, as the Manager may determine and in accordance with the following priority:

(a) To the payment of any taxes, debts and liabilities of the Company as the Manager deems necessary or advisable, and in this regard to such reasonable reserves as may be set aside as the Manager deems necessary to maintain reasonable working capital or for any contingency relating to the conduct of the Company's business;

(b) To the payment of all debts and liabilities of the Company owing to any Member, but in the event the amount available for such payment is insufficient to satisfy all such debts and liabilities, then to such Members in the proportion that their respective claims bear to the aggregate claims of all such Members;

(c) To the return to each Member of his net Capital Contributions to the Company.

(d) The balance shall be distributed in accordance with each Member's percentage of ownership in the Company as shown in Section 4.1 above.

C. Reinvestment of Net Extraordinary Cash Receipts. The Manager may reinvest all or any portion of the Net Extraordinary Cash Receipts as Additional Capital Contributions. To the extent not reinvested or committed for reinvestment within twelve (12) months from the date of the event giving rise to such Net Extraordinary Cash Receipts, such cash may be distributed in accordance with this Section 7.4 to those Members entitled to such distributions at the close of the Company fiscal year during which such cash first became available.

ARTICLE 8 MANAGEMENT OF THE COMPANY

8.1 Management. The business, operations and properties of the Company shall be managed by the Manager except as noted hereinafter. If a Manager should fail or cease to serve, then a replacement Manager shall be elected by a majority vote of the Members at a regular or special meeting of the Members, called for that purpose.

8.2 General Powers and Rights of the Manager. The Manager shall be solely responsible for the management of the Company's business and activities with all rights

and powers generally conferred by law or necessary, advisable or consistent in connection therewith.

8.3 Specific Powers of the Manager. In addition to any other rights and powers which he or she may possess, the Manager shall have all specific rights and powers required or appropriate to his management of the Company business, conferred by this Agreement, by the Act or otherwise, including by way of illustration and not by way of limitation the following:

A. To acquire, hold and dispose of any real property, interest therein, or appurtenance thereto, as well as personal or mixed property connected therewith, including the purchase, lease development, improvement, maintenance, exchange, trade or sale of such properties, at such price, rental or amounts, for cash, securities or other property, and upon such terms, as it deems, in its absolute discretion, to be in the best interest of the Company;

B. To borrow money and, if security is required therefore, to mortgage or lien any portion of the property of the Company, to obtain replacements of any mortgage or other security device, and to prepay, in whole or in part, refinance, increase, modify, consolidate, or extend any mortgage or other security device, all of the foregoing at such terms and in such amounts as it deems, in its absolute discretion, to be in the best interests of the Company;

C. To place record title to, or the right to use, Company assets in the name or names of a nominee or nominees for any purpose convenient or beneficial to the Company;

D. To acquire and enter into any contract or insurance which the Company deems necessary and proper for the protection of the Company, for the conservation of its assets, or for any purpose convenient, or beneficial to the Company;

E. To employ from time to time persons, firms or corporations for the operation and management of the Company business, including but not limited to, supervisory and managing agents, brokers, attorneys, accountants and other professionals, on such terms and for such compensation as the Manager shall determine; provided, however, that any compensation paid by the Company to any Member or to any affiliate of any Member must be approved by the unanimous vote of the Members;

F. To pay any and all organizational expenses incurred in the creation of the Company;

G. To compromise, arbitrate, or otherwise adjust claims in favor of or against the Company and to commence or defend litigation with respect to the Company or any assets of the Company as the Manager may deem advisable, all or any of the above matters being at the expense of the Company;

H. To enter into and execute agreements and any and all documents and instruments customarily employed in the real estate industry in connection with the acquisition, sale, lease (whether as lessee or lessor), development, and operation of real estate properties; agreements, commitments and any and all documents and instruments customarily employed in real estate financing; and all other instruments deemed by the Manager to be necessary or appropriate to the proper operation of such real estate properties and investments or to perform effectively and properly his duties or exercise his powers hereunder;

I. To borrow money from banks, other lending institutions, and other lenders for any Company purpose including the maintenance of a margin account with any securities broker (except as specifically prohibited by this Agreement), and in connection therewith issue notes, debentures and other debt securities and hypothecate the assets of the Company to secure repayment of borrowed sums; and no bank, other lending institution, or other lender to which application is made for loan by the Manager shall be required to inquire as to the purposes for which such loan is sought, and as between this Company and such bank, other lending institution, or other lender, it shall be conclusively presumed that the proceeds of such loan are to be and will be used for the purposes authorized under this Agreement;

J. To maintain, at the expense of the Company, accurate records and accounts of all operations and expenditures and furnish the Members with annual statements of account as of the end of each Company fiscal year, together with tax reporting information, and quarterly reports on the operations of the Company;

K. To purchase, at the expense of the Company, liability and other insurance to protect the Company's properties and business and to protect the Manager, his or her agents and employees, and the Members;

L. To execute instruments, enter into agreements and contracts with parties, and give receipts, releases and discharges with respect to all of the foregoing matters set forth in subsections 8.3.A through 8.3.K above, and any matters incident thereto as the Manager may deem advisable or appropriate;

M. To make certain elections under the tax laws of the United States, the State of Utah, and other relevant jurisdictions as to the treatment of items of Company income, gain, loss, deduction and credit, and as to all other relevant matters (including without

limitation elections under Section 754 of the Code) as the Manager believes necessary or desirable.

8.4 Limitations on Manager. The Manager shall have all the rights and powers and be subject to all the restrictions and liabilities of a Member of the Company, except that the Manager has no authority to:

- A. Do any act in contravention of this Agreement;
- B. Do any act which would make it impossible to carry on the ordinary business of the Company;
- C. Confess a judgment against the Company;
- D. Possess Company property or assign the rights of the Company in specific Company property for other than a Company purpose; or
- E. Admit a person as a Member, except as otherwise provided in this Agreement.

8.5 Manager's Time. The Manager shall devote such of his time to the business of the Company as he or she may, in his or her sole discretion, deem to be necessary to conduct the Company's business. The Manager shall not be required to devote his or her full time to the Company's business.

8.6 Compensation for Manager. The Manager shall receive no compensation for their management and supervision of the Company business except as agreed to by all the Members and reduced to writing.

8.7 Reimbursement. The Manager shall be reimbursed for all out-of-pocket expenses incurred in organizing the Company, including all legal and accounting fees incurred. Thereafter the Manager shall be reimbursed for all goods and materials used for or by the Company. All expenses of the Company shall be billed directly to and paid by the Company. The Manager shall be reimbursed for any administrative expenses including salaries, rent, travel expenses, and other items generally within the purview of furthering the Company business.

8.8 Establishment of Reserves. The Manager shall establish an operating reserve for the Company to provide for contingency expenses, repairs and other matters as may be required to maintain, protect and preserve the Company's property.

8.9 Exculpation. The Manager shall not be liable to the Company or to any of its Members for honest mistakes of judgment or for losses due to such mistakes or to the negligence, dishonesty or bad faith of any employee or agent of the Company; provided that such

employee or agent was selected, engaged or retained by the Manager as authorized by the Company with reasonable care. The Manager may rely upon the advice of legal counsel to the Company in determining what acts or omissions are within the scope of authority conferred by this Agreement. The Company shall indemnify and hold harmless the Manager and his or her agents from and against any loss, expense, damage or injury suffered or sustained by them by reason of or in furtherance of the interest of the Company, including, but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any action or threatened action, proceeding or claim, provided that the acts, omissions, or alleged acts or omissions upon which such action or threatened action, proceedings or claims are based were performed or omitted in good faith and not fraudulently, in bad faith, as a result of wanton and willful misconduct or gross negligence.

8.10 Conflict of Interest. Any Member or the Manager may be a party to, or be directly or indirectly connected with any person, corporation or partnership with which the Company may have dealings including, but not limited to, any contract or transaction with the Company, and in the absence of fraud, no contract or other transaction shall be thereby affected or invalidated. Neither the Company nor any of the other Members or the Manager shall have any rights in or to such dealings or any profits derived therefrom.

8.11 Initial Manager. The Initial Manager of the Company shall be Neldon P. Johnson.

ARTICLE 9 MEMBERS

9.1 Regular Meetings. The Company may hold regular meetings as from time to time designated by a majority of the Members or by the Manager. Such regular meetings shall be held at such time and place as designated by the Members or the Manager, designating such meetings, as the case may be.

9.2 Special Meetings. Special meetings of Members may be called at any time by the Manager and must be called by the Manager upon written request of Members holding twenty percent (20%) or more of the Company's Interests. Written notice of such meeting stating the place, the date and hour of the meeting, the purpose or purposes for which it is called, and the name of the person by whom or at whose direction the meeting is called shall be given. The notice shall be given to each Member. No business other than that specified in the notice of the meeting shall be transacted at any such special meeting.

9.3 Voting. Except as otherwise expressly provided in this Agreement, all matters which call for a vote or consent of the Members shall be by the concurrence of Members owning at least fifty percent (50%) of the Interests then outstanding. A formal meeting of the Company shall not be required. In the event, however, that a meeting of the Members is called, written

notice of the time and place thereof shall be given to each Member at least ten (10) days prior thereto. At such meeting, a Member may be represented in person or by written proxy.

9.4 Notice of Members Meetings. The Manager shall give written notice stating the place, day, and hour of both regular and special meetings, and in the case of a special meeting, the purpose or purposes for which the meeting is called, which shall be delivered not less than (5) nor more than thirty (30) days before the date of the meeting, either personally, by facsimile transmission or by first class mail (postage prepaid) to each Member of record entitled to vote at such meeting. Notice of any meeting of Members, annual or special, shall be given addressed to the Member at the telephone number, facsimile number or address of such Member appearing on the books of the Company or given by the Member to the Company for the purpose of notice. If no address for a Member appears on the Company's books or is given by such Member, notice shall be deemed to have been given if sent by mail to the Company's principal executive office or the last address for such Member, known to the Company. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the books of the Company, with postage thereon prepaid. If transmitted by facsimile transmission, the notice shall be considered delivered upon completion of the transmission by the sender.

If any notice addressed to a Member at the address of such Member appearing on the books of the Company is returned to the Company by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the Member at such address, all future notices or reports shall be deemed to have been duly given without further mailing if the same shall be available to the Member upon written demand of the Member at the principal executive office of the Company for a period of one (1) year from the date of the giving of such notice. A certificate or an affidavit of the mailing, transmission or other means of giving any notice of any Members' meeting shall be executed by the Manager or any transfer agent of the Company giving such notice, and shall be filed and maintained in the minute book of the Company.

9.5 Waiver of Notice. If, under the provisions of the Act, the Articles of Organization, or this Agreement, notice is required to be given to a Member or to the Manager, a waiver in writing signed by the person or persons entitled to the notice, whether made before or after the time for notice to be given, is equivalent to the giving of notice.

9.6 Quorum. A majority of the Member's Interests of the Company entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If less than a majority of the Member's Interests are represented at a meeting, a majority of the Member's Interests so represented may adjourn the meeting from time to time without further notice. At a meeting resumed after any such adjournment at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact

business until adjournment, notwithstanding the withdrawal of Members in such number that less than a quorum remain.

9.7 Voting. A holder of an Interest, entitled to vote at a meeting, may vote at such meeting in person or by proxy. Except as may otherwise be provided in the Articles of Organization, every Member shall be entitled to a vote equal to the Member's Interest standing in his name on the records of the Company. Except as herein or in the Articles of Organization otherwise provided, all Company action shall be determined by a majority of the votes cast at a meeting of Members by the holder of Member's Interests entitled to vote thereon.

9.8 Proxies/Power of Attorney. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. Such proxy shall be filed with the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

9.9 Deadlock. Should the Members become deadlocked as to issue requiring a vote or any issue of management then the issue shall be submitted for resolution to the American Arbitration Association for resolution by binding arbitration.

9.10 Assignment of Voting Rights. For a period of twenty (20) years from the date of this Agreement, the voting rights derived from the membership interests of certain of the Members are assigned as follows.

A. Present Membership. The Members hereby acknowledge and agree that Randale P. Johnson, LaGrand T. Johnson and Glenda E. Johnson, constitute all of the Members of the Company, and that Randale P. Johnson and LaGrand T. Johnson, and Glenda E. Johnson each hold an equal one-third (33-1/3 %) interest in the Company, as of the Effective Date of this Agreement.

B. Voting Rights Assigned. The Voting Rights for the one-third (33-1/3%) membership interest of Randale P. Johnson in the Company, the Voting Rights for the one-third (33-1/3%) membership interest of LaGrand T. Johnson in the Company, and the Voting Rights for the one-third (33-1/3%) membership interest of Glenda E. Johnson in the Company are hereby assigned to Neldon P. Johnson, as of the Effective Date of this Agreement. Randale P. Johnson, LaGrand T. Johnson and Glenda E. Johnson are hereby referred to individually as an "Assigning Member" and collectively as the "Assigning Members." The foregoing Voting Rights assignments shall survive the death or incapacity of the Assigning Member, and shall survive the voluntary or involuntary transfer of the Membership Interest of the Assigning Member.

C. Term of the Assignments. The Term of each of the foregoing Voting

Rights Assignments shall be twenty (20) years from the Effective Date unless this Agreement is sooner terminated due to one of the following events:

(1) If the Term of the Voting Rights Assignments is deemed to have a statutory limit to a shorter term, then the Voting Rights Assignments shall be deemed terminated at the expiration of any statutorily limited period.

(2) The Voting Rights Assignments shall be immediately terminated upon the resignation, death, or judicial declaration of mental incapacity of Neldon P. Johnson, or Neldon P. Johnson is otherwise unable to continue to serve as the Manager of the Company.

(3) The Voting Rights Assignments shall be immediately terminated upon the transfer, whether voluntary or involuntary, of any of the membership interest of Neldon P. Johnson in the Company, or any interest or voting rights therein, to any other person or entity.

D. Manager of the Company. The Assigning Members agree that Neldon P. Johnson is hereby appointed as the Manager of the Company as of the date of this Agreement, and that for the entire Term of the Assignments, Neldon P. Johnson shall continue to serve as the sole Manager of the Company, notwithstanding any provisions of the Articles of Organization or any prior Operating Agreement, if any, of the Company to the contrary.

ARTICLE 10 TRANSFER OF COMPANY INTERESTS

10.1 Permissible Transfers by Members. Subject to Section 12.3 below, a Member may, with the consent of all of the Members, through an inter vivos or testamentary transaction, transfer, sell or convey his Interest or any income, profits or gains derived or to be derived from the Company to any other Member or to any member of the immediate family of such transferring Member over the age of twenty-one (21) years or to a trust in which such Member or any member of his family is a beneficiary. Such assignee or transferee shall not become a Substitute Member, unless and until the conditions of Section 10.5 below, have been satisfied. Until such time as such conditions have been satisfied, such assignee or transferee shall be entitled only to the rights and benefits as presently provided in Section 48-2b-131(1) of the Act. Any Interests so transferred shall remain subject to this Agreement.

10.2 Prohibition on Hypothecation by Members. No Member shall mortgage or grant a security interest in his Interest in the Company.

10.3 Other Transfers by a Member. Except as may be permitted by Section 10.1 above, and except with the consent by all of the Members, no Member may transfer, convey or assign his Interest or any Interest in the Company without complying with the provisions of this Article. If a Member (the "Selling Member") desires to sell, transfer or assign his Interest, he may do so only upon complying with the following:

A. The Selling Member shall first offer in writing to sell such Interest to the other Members on the same terms and conditions as proposed by the prospective purchaser. The Selling Member shall also inform the Members in writing of the name and address of the prospective purchaser and shall provide the Members with such information with respect to the proposed purchaser as will enable the Members to make a determination as to the character and financial responsibility of the proposed purchaser.

B. Each non-selling Member shall have the right to subscribe for such Interest in the proportion that his holdings of Interest bear to the then total Interests owned by all of the non-selling Members. Each non-selling Member shall have a period of sixty (60) days following receipt of such written offer within which to purchase his proportionate share of such Interest on such terms and conditions; provided, however, that in the event any of the non-selling Members fail to subscribe for all of their proportionate share of such Interest, then the remaining non-selling Members who purchased their full share shall, within ten (10) days thereafter have the right to purchase proportionately such Interest until each non-selling Member has the opportunity to purchase all of such Interest offered by the Selling Member.

C. If the Selling Member's Interest is fully subscribed for by the non-selling Members in the manner provided above, the transaction shall be consummated within ten (10) days thereafter. As to such Interest of the Selling Member not so subscribed for and purchased, the Selling Member shall have the right, subject to Section 10.6 below, to sell his remaining interest to the person whose name is stated in the offer at the price and upon the terms stated therein; provided, however, that if such sale is not completed within ninety (90) days after the Selling Member first offered his remaining Interest for sale to the other Members, then such Interest shall again be subject to this Agreement in all respects.

10.4 Invalid Transfer. Any sale or transfer or purported sale or transfer of any interest shall be null and void unless made strictly in accordance with the provisions of this Agreement.

10.5 Substitute Member. No person taking or acquiring by whatever means, including by purchase, the Interest of a Member in the Company shall be admitted as a Substitute Member in the Company unless and until:

A. all the Members approve in writing the admission of such person as a Substitute Member;

B. such transferee or assignee agrees in writing to be bound by the terms and conditions of this Agreement; and

C. all Members execute and acknowledge such documents as are necessary to comply with the requirements of the Act. Until such time as such conditions have been satisfied, such assignee or transferee shall be entitled only to the rights and benefits as are presently provided in Section 48-26-131(1) of the Act. Such assignee or transferee shall pay all costs and expenses incurred by the Company in connection with such admission or substitution including, but not limited to, all legal and accounting fees, and the costs of preparing, filing and recording any amendments to the Articles of Organization.

10.6 Additional Restrictions. Notwithstanding the provisions of Article 10 above, a Member may only sell, assign, or otherwise transfer any Interest in the Company if:

A. the proposed transfer will not result in the termination of the Company as provided in Section 708(b) of the Code, or otherwise adversely affect the Company's status as a Company thereunder. The Members are expressly authorized to enforce this provision by notifying the Selling Members that all transfers or assignments will be suspended for a period of up to twelve (12) months whenever Company Interests representing aggregate Interests of thirty five percent (35%) or more in Company capital or revenues shall have been effectively transferred in any twelve (12) month period;

B. such Selling Member and his purchaser, transferee or assignee execute such instruments of transfer and assignment with respect to such transactions as are in form and substance satisfactory to the non-selling Members; and

C. the assignor or transferor delivers to the Company an opinion of counsel, in form acceptable to counsel to the Company; that:

(a) the proposed transfer or assignment of the Interest complies with all federal and state laws and regulations, including the Securities Act of 1933, and

(b) the proposed transfer or assignment will not affect the availability to the Company of the exemption from registration of the interest provided by the Securities Act of 1933 or any Rule or Regulation promulgated by the Securities and Exchange Commission or the similar exemption from registration under the securities laws of any applicable state.

In the event of a transfer of a Member's Interest, if it is in the best interest of the Company to do so, the Company may make an election, as provided for in Section 754 of the Code, to adjust the basis of the Company assets.

ARTICLE 11
CESSATION OF A MEMBER

11.1 Death, Incompetency or Dissolution of a Member. Upon the death or legal incompetency of a Member or upon the filing of a bankruptcy by a Member, his guardian, trustee, or personal representative (as the case may be) shall have all of the rights of a Member, as the case may be, for the limited purpose of settling or managing his estate, and such power as the decedent or incompetent possessed to constitute a successor as an assignee of his Interest in the Company and to join with such assignee in making application to substitute such assignee as a Member. However, neither the guardian, trustee or personal representative nor his assignee shall have the right to become a Substitute Member without the written consent of all of the Members.

11.2 Bankruptcy, Dissolutions or Cessation of Member. Upon the bankruptcy, insolvency, dissolution or other cessation to exist as a legal entity of a Member, not an individual, the authorized representative of such entity shall have all of the rights of a Member for the limited purpose of such entity and such power as such entity possessed to constitute a successor as an assignee of its Interest in the Company and to join with such assignee in making application for such assignee to become a Substitute Member. However, neither the authorized representative nor his assignee shall have the right to become a Substitute Member without the written consent of all of the Members.

ARTICLE 12
DISSOLUTION AND WINDING-UP

12.1 Dissolution and Termination of the Company. The Company shall be dissolved and terminated upon the happening of any of the following:

- A. At the time specified in this Agreement;
- B. By written agreement of all of the Members;
- C. Subject to paragraph 12.6, upon the withdrawal of a Member; or
- D. When the Company is not the successor or survivor entity in any merger or consolidation between the Company and any one (1) or more other entities.

12.2 Event of Withdrawal. A Member will cease to be a Member and will be deemed to have withdrawn from the Company upon the happening of any of the following events:

- A. Upon the retirement, resignation or expulsion of a Member or upon the occurrence of any other event that terminates the continued eligibility for membership of

a Member. Resignation will occur upon giving sixty (60) days advance written notice in writing to all the remaining Members of his intent to resign as a Member of the Company.

B. In the case of a Member who is a natural person:

(a) his death; or

(b) the entry of an order by a court of competent jurisdiction adjudicating him incompetent to manage his person or his estate.

C. In the case of a Member partner who is acting as a Member by virtue of being a trustee of a trust, the termination of the trust, but not merely the substitution of a new trustee.

D. In the case of a Member that is a separate partnership or limited liability company, the dissolution and commencement of winding up of the separate partnership or limited liability company.

E. In the case of a Member that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter.

F. In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the Company.

G. The Member:

(a) makes an assignment for the benefit of creditors;

(b) files a voluntary petition in bankruptcy;

(c) is adjudicated as bankrupt or insolvent;

(d) files a petition or answer seeking for himself readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

(e) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding described in Subsection G(d); or

(f) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties.

H. One hundred twenty (120) days after the commencement of any proceeding against a Member seeking reorganization, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed, or if within ninety (90) days after the appointment without his consent or acquiescence of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties, the appointment is not vacated or stayed or within ninety (90) days after the expiration of any such stay, the appointment is not vacated.

12.3 First Right of Refusal. Upon the withdrawal of a Member, the remaining Members shall have the option to purchase the Interest of the withdrawing Member in the Company. All such purchases shall be on terms and conditions as follows:

A. The Interest shall be appraised by the Members. The selling Member(s), within fifteen (15) days after receipt of such appraisal may object to the appraisal. In such an event, the Interest shall be appraised by two (2) competent appraisers, one (1) of whom shall be selected by the Member wishing to sell or assign his or her interest, and one (1) by the remaining Members of the Company.

B. The appointed appraisers will appraise the Company Interest and affix thereto a dollar value. In the event that the appraisers are unable to arrive at the same appraisal figure, then in that event the average between the two (2) appraisal figures shall be used to arrive at the appraisal value upon which the purchase price is fixed.

C. Each non-withdrawing Member shall have the right to subscribe for such Interest in the proportion that his holdings of Interest bear to the then total Interests owned by all of the non-withdrawing Members. In the event any of the non-withdrawing Members fail to subscribe for all of their proportionate share of such Interest, then the remaining non-withdrawing Members who purchased their full share shall, within ten (10) days thereafter have the right to purchase proportionately such interest until each non-withdrawing Member has the opportunity to purchase all of such Interest of the withdrawing Member.

D. The appraised sum so determined shall be paid to the withdrawing Member over a period of time and in such amounts as determined by the Members by mutual agreement. If no agreement can be reached, then the sale shall be for a term of ten (10) years at an interest rate equal to the applicable federal rate in effect at the date of sale.

E. No such transfer by a withdrawing Member shall of itself effect dissolution of this Company. Any such transferee prior to any transfer of an Interest in the Company shall have full right to inspect the Company books and records and to obtain access to any information or account of the Company's transactions. Any such transfer of an Interest shall be reflected by a properly amended Agreement of Company.

F. No person who obtains the Interest of any Member in the Company shall have the right to become a Substitute Member without the written consent of all of the Members and without complying with the terms and provisions of Sections 10.5 and 10.6 above.

12.4 Settlement Upon Dissolution. Upon the dissolution of the Company, the profits, losses and capital of the Company shall be distributed as follows:

A. First, liabilities to creditors, in order of priority as provided by law, including liabilities to Members, or their affiliates, other than liabilities to Members in respect to their Capital Accounts;

B. Second, liability to Members in respect to their Capital Accounts; and

C. Third, liability to Members in respect to their respective interests of profits by way of income from Company operations.

12.5 Return of Capital. Each Member shall look solely to the assets of the Company and to the Company property remaining after the payment or discharge of the debts and liabilities of the Company to the Member. If such assets and property are insufficient to return the Capital Contributions of each Member, the Members shall have no recourse against the Manager or any other Member irrespective of such Manager's or Member's capital balance, be it a debit or credit balance. All distributions of Company property upon liquidation of the Company shall be made in strict accordance with the balances of individual Members' Capital Accounts. However, any Member with a debit or negative balance in his Capital Account, upon the dissolution and winding up of the Company, shall not be entitled to a distribution as to capital or his share of profits.

12.6 Continuation of Company in the Event of Withdrawal. Upon the withdrawal of a Member, the remaining Members shall have the right to continue the business of the Company by the affirmative vote of all of the Members of the Company within ninety (90) days following the event. In the absence of a an affirmative vote, the Company's business shall be terminated, the affairs of the Company shall be wound up and the Company's assets or proceeds thereof shall be distributed and applied in the manner and priority set forth in Section 12.4 above.

12.7 Winding Up of the Company. Upon a dissolution of the Company, the winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Manager who is hereby authorized to do any and all acts and things reasonably necessary to accomplish the foregoing. In this regard, the Manager may delegate his obligation to a receiver or a trustee.

A reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to creditors so as to enable the Manager to minimize the losses customarily attendant to distressed dispositions of property. In liquidating the assets of the Company, all assets of a saleable value which the Manager determines are not suitable for an equitable distribution shall be sold at public or private sale as the Manager deems advisable. Any Member may purchase such assets at any such sale.

12.8 Final Accounting. Each of the Members shall be furnished with a statement prepared by the Manager or the Company's accountant which shall set forth the assets and liabilities of the Company as of the date of termination and which shall disclose the sources and applications of Company assets and proceeds thereof during the course of winding up the Company affairs and dissolution. Upon completion of the winding up and termination of the Company, the Manager shall execute, acknowledge and cause to be filed Articles of Dissolution of the Company.

12.9 Method of Distribution of Assets. To the extent feasible, all distributions in liquidations shall be made pro rata to the Members in kind. Distribution of specific assets shall be solely determined by the Manager.

ARTICLE 13 BOOKS OF ACCOUNT AND RECORDS

13.1 Accounting Year and Method. The Company shall adopt a calendar year for its financial reporting and federal income tax purposes. The Company shall prepare all financial statements and federal and state income tax reports on a cash basis.

13.2 Maintenance of Books and Records. At all times during the existence of the Company, the Members shall keep or cause to be kept by an agent full and true books of account, in which shall be entered fully and accurately each transaction of the Company. Such books of account, together with a certified copy of the Articles of Organization and any amendments thereto, shall at all time be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives.

13.3 Tax Returns. The Manager shall have the books and records of the Company reviewed and income tax returns prepared for the Company. A report indicating the respective

Member's share of net profits or losses and capital gains or losses, all as defined and reflected on the Company income tax return, shall be available to the Members within a reasonable period of time after the close of the taxable year of the Company for which such return was prepared.

13.4 Bank Accounts. Funds and monies received by the Company shall be deposited in such bank account or accounts as the Manager shall determine. Checks or other withdrawals from any such bank account or accounts shall be made upon such signature or signatures as the Manager may designate.

ARTICLE 14 AMENDMENT

14.1 Amendment of Agreement. The Company's Articles of Organization shall be amended whenever:

- A. There is a change in the name of the Company;
- B. There is a change in the character of the business of the Company from that specified in the Company's Articles of Organization;
- C. There is a false or erroneous statement in the Articles of Organization;
- D. There is a change in the time, as stated in the Articles of Organization, for the dissolution of the Company;
- E. There is a change in the name and street address of the Manager of the Company or if the Company is managed by its Members, there is a change in the names and addresses of the Company's Members;
- F. The Members determine to fix a time not previously specified in the Articles of Organization for the dissolution of the Company; or
- G. The Members desire to make change in any of the provisions of the Articles of Organization in order for the Articles of Organization to accurately represent the agreement among them.

ARTICLE 15 INDEMNIFICATION

15.1 A. Agents, Proceedings and Expenses. For the purposes of this Section 15.1, "agent" means any person who is or was a Member, officer, employee, or other agent of this Company, or is or was serving at the request of this Company as a Manager, employee, or agent of another foreign or domestic corporation, Company, joint

venture, trust or other enterprise, or was a Manager, employee, or agent of foreign or domestic corporation which was a Member of this Company. The term "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative, or investigative. The term "expenses" includes, without limitation, attorney's fees and any expenses of establishing a right to indemnification under Subsection 15.1.D, or Subsection 15.1.E of this Section 15.1.

B. Actions Other Than By The Company. The Company shall indemnify any person who was or is a party, or is threatened to be made party, to any proceeding (other than an action by or in the right of this Company) by reason of the fact that such person is or was an agent of this Company, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if that person acted in good faith and in a manner that person reasonably believed to not be contrary to the best Interests of this Company and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of that person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of this Company or that the person had reasonable cause to believe that the person's conduct was unlawful.

C. Actions By The Company. The Company shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of this Company to procure a judgment in its favor by reason of the fact that person is or was an agent of this Company, against expenses actually and reasonably incurred by that person in connection with the defense or settlement of that action if that person acted in good faith, in a manner that person believed to not be contrary to the best interests of this Company and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Subsection 15.1.C:

(a) In respect of any claim, issue or matter as to which that person shall have been adjudged to be liable to the Company in the performance of that person's duty to the Company, unless and only to the extent that the court in which that action was brought shall determine upon application that, in view of all the circumstances of the case, that person is fairly and reasonably entitled to indemnity for the expenses which the court shall determine;

(b) Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

D. Successful Defense By Agent. To the extent that an agent of this Company has been successful on the merits in defense of any proceeding referred to in Subsection 15.1.B or 15.1.C, or in the defense of any claim, issue, or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

E. Advance of Expenses. Expenses incurred in defending any proceeding shall be advanced by this Company before the final disposition of the proceeding on receipt of an agreement by or on behalf of the agent to repay the amount of the advance unless it shall be determined ultimately that the agent is not entitled to be indemnified as authorized in this Article 15.

F. Other Contractual Rights. Nothing contained in this Article 15 shall affect any right to indemnification to which persons other than Members, the Manager, or agents of this Company or any subsidiary hereof may be entitled by contract or otherwise.

15.2 Other Indemnification. The indemnification herein provided shall not be deemed exclusive of any rights to which those seeking indemnification may be entitled under any agreement, vote of Members (whether disinterested or not), or otherwise, both as to action in his official capacity and as to action in another capacity while holding such position, and shall continue as to a person who has ceased to be a Member or employee, and shall inure to the benefit of the heirs, executors and administrators of such person.

15.3 Insurance. The Company may purchase and maintain insurance on behalf of any person who is or was a Member, Manager, or employee of the Company, or is or was serving at the request of the Company as a member, Manager, employee or agent of another company, joint venture, trustor other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against liability.

15.4 Settlement by Company. The right of any person to be indemnified shall be subject always to the right of the Company by the Manager, in lieu of such indemnity, to settle any such claim, action, suit or proceeding at the sole expense of the Company by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE 16 MISCELLANEOUS

16.1 Notices. Except as otherwise expressly set forth herein, all notices under this Agreement shall be in writing and shall be given to the Member entitled thereto by personal service or by certified or registered mail, return receipt requested, to the address set forth in this Agreement for such Member or at such other address as he may specify in writing.

16.2 Title and Captions. Article and Section titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

16.3 Gender. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and the word "person" shall include corporation, firm, company, or other form of association.

16.4 Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

16.5 Governing Law. This Agreement and all amendments hereto shall be governed by the laws of the State of Utah.

16.6 Survival of Terms and Provisions. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Members.

16.7 Severability. The invalidity or unenforceability of any part of this Agreement shall not invalidate or affect the validity or enforceability of any other provision of this Agreement, which shall continue to govern the rights and obligations of the parties hereto as though the invalid or unenforceable provisions(s) were not a part hereof.

16.8 Further Instruments. The Members agree that they will execute any and all other documents or legal instruments that may be necessary or required to carry out and effectuate all of the provisions hereof.

16.9 Preparation of Agreement. The Members acknowledge that they have all participated in the preparation of this Agreement and, in the event that any question arises regarding its interpretation, no presumption shall be drawn in favor of or against any Member with respect to the drafting hereof.

16.10 Insurance. The Manager shall have the right to obtain, on behalf of and at the expense of the Company, a life insurance policy or policies on the life of the Manager, one or more Members or any other persons which the Manager deems necessary or desirable for the Company business. The Company shall be the owner of each such policy. For each policy:

A. The named beneficiary under the policy may not be changed without the consent of the Manager.

B. The insurance policy may not be used, assigned or controlled in any manner for the economic benefit of the insured except as it may benefit the insured, together with all other Members, derivatively through his/her ownership interest in the Company. 16.11 Manager as Fiduciary. The Manager shall account to the Company and the Members and shall hold as their trustee any profits derived from any transaction connected with the formation, conduct or liquidation of the Company or from any use by the Manager of Company property. Such duty extends to the personal representatives of any deceased Manager or Member involved in the liquidation of the Company. All management, investments, accountings and distributions shall be conducted by the Manager subject to

the obligations, duties and liabilities of fiduciaries in general. However, nothing contained herein shall prevent the Manager from entering into or conducting any business in competition with the Company.

16.12 Entire Agreement; Amendments. This Agreement constitutes and represents the entire agreement of the Members with respect to the subject matter hereof, and all other prior agreements, covenants, promises and conditions, verbal or written, between the Members are incorporated herein. No Member hereto has relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement. This Agreement may be amended in writing signed by all Members.

16.13 Waiver of Lis Pendens and Partition. The Members recognize that no Member has any direct right in any Company property, but only an interest in the Company which is deemed to be personal property. Accordingly, because the Company may suffer irreparable financial loss if a lis pendens were filed or an action for partition were brought with respect to Company property by a Member arising out of a Company dispute, each Member does hereby waive any such right to file a lis pendens against any property of the Company or bring an action for partition thereof.

16.14 Contracts. All contracts for goods and services entered into by the Manager for the benefit of the Company for a price in excess of \$1,000.00 shall be in writing and signed by Manager and the providers of the goods or services. Any contracts which are not in writing for any amount in excess of \$1,000.00 shall not be binding upon the Company. Every contract entered into by the Manager shall contain a pre-established clause in which the third party acknowledges that he is aware that he is dealing with a limited liability company formed under the laws of Utah and agrees that in any subsequent action against the Company, the third party will proceed only against the Company.


16.15 Litigation. In the event any Member or the Company finds it necessary to bring an action at law or other proceeding against any Member to enforce any of the terms, covenants or conditions hereof, or by reason of any breach or difficulty hereunder, the party prevailing in any such action or other proceeding shall be entitled to recover against the other party a reasonable attorney's fee. In the event any judgment is secured by such prevailing party, all such attorneys' fees shall be determined by the court and not a jury and shall be included in any judgment.

16.16 Qualification in Other States. In the event that the business of the Company is conducted in states in addition to the State of Utah, then the Members agree that this Company shall exist under the laws of each state in which such business is actually conducted to the extent that it is necessary in order to do business in such state but that otherwise the laws of the State of Utah shall govern this Company and each Member agrees to execute such other and further documents as may be required in order to qualify the Company to conduct its business in other

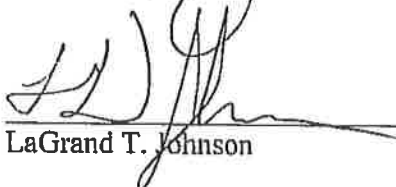
states. To the extent that business of the Company shall be conducted in another state, the Manager may, in his or her discretion, designate a principal place of business and other offices in such state or states.

DATED this 18 day of August, 2017.

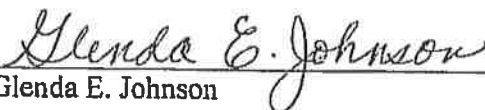
MEMBER



Randale P. Johnson



LaGrand T. Johnson



Glenda E. Johnson

MANAGER



Neldon P. Johnson

EXHIBIT A

<u>MEMBERS</u>	<u>INITIAL CAPITAL CONTRIBUTIONS</u>
Randale P. Johnson	\$1,000.00
LaGrand T. Johnson	\$1,000.00
Glenda E. Johnson	\$1,000.00