THE STATE of ALASKA

Department of Commerce, Community and Economic Development
Division of Corporations, Business and Professional Licensing

COR

FOR DIVISION USE ONLY

Corporations Section
State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 · Fax: (907) 465-2974
Email: *corporations@alaska.gov*
Website: *Corporations.Alaska.Gov*

Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to *www.Corporations.Alaska.Gov* and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important: AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
— *AS 10.50.765*

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
— *AS 10.50.860-.870*

2. Fee: ☑ $25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)

Mail this form and the non-refundable $25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information: AS 10.50.765

Entity Name: AK LEGEND LLC

Alaska Entity Number: 10184161

4. REMOVE from Record: AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials: AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
JERED MICHAEL BUSS	7001 SERENITY CIRCLE ANCHORAGE AK 99502	50	✓	✓
PATRICK RYAN REAGAN	7900 KING ST ANCHORAGE, AK 99518	50	✓	

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature: AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

Signature: [signature] Date: 09/06/22

Printed Name: JERED BUSS

Title of Authorized Signer: ☐ Member ☑ Manager ☐ Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

Notice of Change of Officials SUPPLEMENT

If used, this supplement must be returned with Form 08-491

Entity Name: _____

Alaska Entity Number: _____

4. REMOVE from Record (continued from Page 2): AS 10.50.765(b)

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

Name: _____ Name: _____

Name: _____ Name: _____

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials (continued from Page 2): AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — *AS 10.50.155(b)*
- Must provide all members who own 5% or more of the LLC. — *AS 10.50.765 (b)*
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — *AS 10.50.075(5) and AS 10.50.110(b)*

- **List ALL officials and their current information to be on record.**
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD fields are required.**

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager

If necessary to complete Items #4 and #5, make copies of this SUPPLEMENT page.

AK Entity #: 10184161
Date Filed: 01/12/2022
State of Alaska, DCCED

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THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

Articles of Organization

Domestic Limited Liability Company

Web-1/12/2022 1:06:51 PM

1 - Entity Name

Legal Name: AK Legend LLC

2 - Purpose

any lawful purpose allowed

3 - NAICS Code

531120 - LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)

4 - Registered Agent

Name: Jared Buss

Mailing Address: 7750 King St, Anchorage, AK 99518

Physical Address: 7750 King St, Anchorage, AK 99518

5 - Entity Addresses

Mailing Address: 7750 King St, Anchorage, AK 99518

Physical Address: 7750 King St, Anchorage, AK 99518

6 - Management

The limited liability company is managed by its members.

7 - Officials

Name	Address	% Owned	Titles
Jared Buss			Organizer

Name of person completing this online application

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Jared Buss

Received by AMCO 3.23.22

Alaska Entity #10184161

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

AK Legend LLC

IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 12, 2022**.

Julie Anderson
Commissioner

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THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

Domestic Limited Liability Company

Initial Biennial Report

Entity Name: AK Legend LLC

Entity Number: 10184161

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 7750 KING ST, ANCHORAGE, AK 99518

Mailing Address: 7750 KING ST, ANCHORAGE, AK 99518

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Jared Buss

Physical Address: 7750 KING ST, ANCHORAGE, AK 99518

Mailing Address: 7750 KING ST, ANCHORAGE, AK 99518

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Member
Jared Buss	7750 King St, Anchorage, AK 99518	50.00	X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

NAICS Code: 531120 - LESSORS OF NONRESIDENTIAL BUILDINGS (EXCEPT MINIWAREHOUSES)

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Leo J Salazar

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OPERATING AGREEMENT

AK Legend LLC
a Limited Liability Company

The undersigned, as signatories to this Agreement, do hereby enter into this Operating Agreement, at Anchorage, Alaska effective this 12th day of January, 2022 under the name of AK Legend LLC, a Limited Liability Company, (the "LLC").

ARTICLE I.
Purpose and Powers

A. The undersigned has this day formed a limited liability company for any lawful business that limited liability companies may conduct according to the laws of the State of Alaska.

B. The LLC shall have all necessary powers to carry out the purpose above and all powers made and provided pursuant to the Alaska Limited Liability Act, as the same may be amended from time to time.

ARTICLE II.
Place of Business

The principal place of business of the LLC shall be 7750 King Street, Anchorage, Alaska, or such other address to which the business may from time to time be moved.

ARTICLE III.
Duration of the LLC

The LLC shall commence immediately, upon the signing of this Agreement, and shall continue for an indefinite term unless terminated sooner by operation of law or by agreement between the parties.

ARTICLE IV.
Capital Contributions and Accounts

A. The undersigned members agree to share in all post formation capital contributions, profits, losses, and surplus of the LLC according to the following percentage. The contribution of a member may be in cash, property, or services

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rendered or a promissory note or other obligation to contribute cash or property or to perform services.

The members named below own collectively one hundred percent (100%) interest in the business and company and will share in the profits and losses as follows:

Jered Buss	50%
Patrick Reagan	50%

B. An individual capital account shall be established and maintained on behalf of each member, including any additional or substituted member who shall thereafter receive an interest in the LLC. The capital account of each member shall consist of (i) the amount of cash such member has contributed to the LLC, plus (ii) the fair market value of any property such member has contributed to the LLC, net of any liabilities assumed by the LLC or to which such property is subject, plus (iii) the amount of profits or income (including tax-exempt income) allocated to such member, less (iv) the amount of losses and deductions allocated to such member, less (v) the amount of all cash distributed to such member, less (vi) the fair market value of any property distributed to such member, net of any liability assumed by such member or to which such property is subject, less (vii) such member's share of any other expenditures which are not deductible by the LLC for federal income tax purposes or which are not allowable as additions to the basis of LLC property, and (viii) subject to such other adjustments as may be required under the Internal Revenue Code ("The Code").

ARTICLE V.
Additional Capital Contributions

The members may contribute in proportionate amounts any additional capital deemed necessary for the operation of the LLC, provided, however, that in the event that any member deems it advisable to refuse or fails to contribute his or her other share of any or all of the additional capital, then the other members or any one of them may contribute the additional capital not paid in by such refusing member and shall receive therefore an increase in the proportionate share of the ownership or interest in the entire company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member shall be available in the same order as the right to purchase in the case of withdrawal or death of a member, as set forth in Articles XV and XVI; provided, however, that no member shall have the right to acquire control of more than sixty percent (60%) of the outstanding membership interests of the LLC without the unanimous consent of all members.

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ARTICLE VI.
Admission of Additional Members

The members may admit to the LLC additional member(s) who will participate in the profits, losses, available cash flow, and ownership of the assets of the LLC on such terms as are determined by all of the members, provided: (i) admission of any such additional member(s) shall require the written consent of all members then having any interest in the LLC; and (ii) admission of such additional member(s) may result in a dilution of the interests of the then members.

ARTICLE VII.
Division of Profits and Losses

Each of the members shall own an interest in the LLC as set forth in Article IV, except as the same may hereafter vary or change as provided in Article V, entitled "Contributions of Additional Capital". All profits and losses of the LLC enterprise shall be shared by each of said members as set forth in Article IV. A separate capital account shall be maintained for each member. No member shall make any withdrawals from capital without prior approval of the LLC. If the capital account of the member becomes impaired, his share of subsequent LLC profits shall be first credited to his capital account until that account has been restored.

ARTICLE VIII.
Rights and Duties of the Parties

A. The members agree to mutually undertake the responsibilities for development, and in that regard each shall have a contributory responsibility of time and effort to the LLC. LLC decisions and actions shall be decided by a majority in interest of the members, at meetings regularly called with notice to all members. For purposes of determining a "majority in interest", a member's interest will be his interest in profits and losses as set forth in Article VII, and a majority will mean sixty-six percent (66%) or more.

B. No member or manager shall be liable under a judgment, decree, or order of the court, or in any other manner, for a debt, obligation or liability of the LLC, except as provided by law. No member shall be required to loan any funds to the LLC. No member shall be required to make any contribution to the LLC by reason of any negative balance in his capital account, nor shall any negative balance in a member's capital account create any liability on the part of the

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member to any third party.

ARTICLE IX.
Costs and Expenses

No member shall be separately compensated on a salaried basis for services performed in carrying out the operation of the LLC. No salaries or individual compensation shall be otherwise payable, without consent of the LLC, for the normal management, although the LLC may from time to time employ one or more managers or other members at a designated and agreed upon compensation for services performed for the LLC in the normal course of the member's business.

ARTICLE X.
Management Duties and Restrictions

A. Except as provided in Subparagraphs "B" and "C" of this Article, all members shall have proportionate rights in the management of the LLC. No member shall, without the consent of the other members, endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the LLC. Without the consent of the LLC, no member shall on behalf of the LLC borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the LLC. No member shall, except with the consent of the other members, mortgage, grant a security interest in its share in the LLC or in the LLC capital assets or property, or do any act detrimental to the best interests of the LLC or which would make it impossible to carry on the ordinary purpose of the LLC.

B. The LLC may from time to time elect to designate one of its members as General Manager for the LLC. Such person so designated shall have authority to execute all instruments in the name of the LLC, except that all members shall execute instruments of indebtedness which responsibility shall not be delegated to the Manager.

C. Jered Buss is hereby designated as Manager, to act in accord with the provisions of Subparagraph "B" of this part, and specifically to execute all documents, except as limited by the prior paragraph that all members shall execute instruments of indebtedness; provided, however, that the Manager may execute any document which requires the signature of the LLC. Any facsimile signature shall have the same force and effect for all purposes as an original signature.

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D. Annual meetings of the members shall be held each year in the month of January in such place or places as the Manager may determine. Special meetings of the members, as provided below, may be called by members representing in the aggregate at least fifty percent (50%) of the members in the LLC. Any or all members may participate in an annual or special members' meeting by, or through the use of, any means of communication by which all members participating may simultaneously hear each other during the meeting.

E. The LLC shall deliver or mail written notice stating the date, time, and place of any meeting of members and, in the case of a special members' meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each member of record entitled to vote at the meeting, at such address as appears in the records of the LLC, such notice to be mailed at least ten (10), but not more than sixty (60), days before the date and time of the meeting. A member may waive notice of any meeting, before or after the date of the meeting, by delivering a signed waiver to the LLC for inclusion in the minutes of the LLC. A member's attendance at any meeting, in person or by proxy, (a) waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

ARTICLE XI.
Banking

All funds of the LLC shall be deposited in its name in such checking account or accounts as shall be designated by the Manager. All withdrawals therefrom are to be made upon checks that must be signed by a representative designated by the members.

ARTICLE XII.
Books

The LLC books shall be maintained at the principal place of business, and each member shall have access thereto. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. An audit shall be made upon the request in writing by any member, and mailed or delivered to the other members. Each of the parties to this agreement hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the LLC, to be entered properly and completely into said books. The LLC will furnish

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annual financial statements to the members, and prepare tax returns in a timely manner, furnishing copies to all partners at least three (3) days before they are filed by the LLC.

ARTICLE XIII.
Insurance

During the course of the term for which this LLC is formed, the LLC shall carry liability insurance in such amounts as are deemed appropriate by the members.

ARTICLE XIV.
Termination

A. The LLC shall be dissolved, its assets disposed of, and its affairs wound up on the first to occur of the following:

1. a determination by the members that the LLC should be dissolved;

2. the occurrence of a dissolution event, as defined in Article XVI below, and the LLC or remaining members failure to purchase the interest of the former member as provided therein;

3. sale of all or substantially all of the assets of the LLC;

4. The expiration of the LLC term as stated in its Articles;

5. at such earlier time as may be provided by applicable law.

B. In settling accounts of the LLC after dissolution, the liabilities of the LLC shall be entitled to payment in the following order, all as required by the Act:

1. to creditors, in the order of priority as provided by law, except to those members of the LLC on account of their contributions;

2. to members of the LLC in respect of their share of the profits and other compensation by way of income on their contributions; and

3. to members of the LLC in respect of their contributions to capital.

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ARTICLE XV.
Withdrawal of Member by Sale

Any member who shall be desirous of selling his share and interest in the LLC shall give the right of first refusal to purchase said share and interest at the same price as being offered by a bona fide buyer to all members other than the selling member, each member electing to purchase having the right to purchase that percentage of the share being sold obtained by dividing his respective percentage of the LLC by the total percentage of all members electing to purchase.

ARTICLE XVI.
Dissolution of a Member's Interest

A. As contemplated in the Articles of Organization, the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member (a "dissolution event") shall not dissolve the LLC if the remaining member(s) unanimously consent to the continuation of the business of the LLC.

B. Upon the occurrence of a dissolution event, the remaining members shall have the option to purchase such interest. Within thirty (30) days of written notice of the dissolution event, the remaining member(s) shall notify the managers in writing of their desires to purchase a portion of the former member's interest. The failure of any member to submit a notice within the applicable period shall constitute an election on the part of the remaining member not to purchase any of the former member's interest. The value of the former member's interest shall be valued and sold in accordance with the provisions of Paragraph XV entitled "Withdrawal of Member by Sale" and the proceeds distributed to the successor in interest, assignee, heir or heirs within 90 days of said written notice of the dissolution event.

ARTICLE XVII.
Distribution

Prior to dissolution and at least annually as income has been received by the LLC accounts determined and tax returns filed, the members shall determine funds available for distribution. For any fiscal year, available cash of the LLC need not be distributed to the extent that such cash is required for a reasonable working capital reserve for the LLC, the amount of such reserve to be determined by the managers. Upon liquidation, a reasonable reserve as mutually determined in amount shall be established to cover follow-on or subsequent obligations if any. Liquidation of the LLC need not be delayed provided that such amounts are

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properly escrowed and arrangement made for performance of such services as may be required in the interest of the LLC. Escrows, reserves or liquidating accounts may be established as escrows or otherwise, which activity need not unduly delay the termination of the LLC for all other purposes.

ARTICLE XVIII.
Violation of this Agreement

Any member who shall violate any of the terms, conditions, and provisions of this agreement shall keep and save harmless the LLC property and shall also indemnify the other then members from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any of the terms and conditions of this agreement.

ARTICLE XIX.
Amendments to this Agreement

This Agreement may be amended at any annual or special meeting of the members, provided, however, that the amendment must receive the affirmative vote of holders of two-thirds (2/3) of the outstanding interests in the LLC at the time of the vote.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and first above written.

Jered Buss	Patrick Reagan

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OPERATING AGREEMENT

AK Legend LLC
a Limited Liability Company

The undersigned, as signatories to this Agreement, do hereby enter into this Operating Agreement, at Anchorage, Alaska effective this 12th day of January, 2022 under the name of AK Legend LLC, a Limited Liability Company, (the "LLC").

ARTICLE I.
Purpose and Powers

A. The undersigned has this day formed a limited liability company for any lawful business that limited liability companies may conduct according to the laws of the State of Alaska.

B. The LLC shall have all necessary powers to carry out the purpose above and all powers made and provided pursuant to the Alaska Limited Liability Act, as the same may be amended from time to time.

ARTICLE II.
Place of Business

The principal place of business of the LLC shall be 7750 King Street, Anchorage, Alaska, or such other address to which the business may from time to time be moved.

ARTICLE III.
Duration of the LLC

The LLC shall commence immediately, upon the signing of this Agreement, and shall continue for an indefinite term unless terminated sooner by operation of law or by agreement between the parties.

ARTICLE IV.
Capital Contributions and Accounts

A. The undersigned members agree to share in all post formation capital contributions, profits, losses, and surplus of the LLC according to the following percentage. The contribution of a member may be in cash, property, or services

rendered or a promissory note or other obligation to contribute cash or property or to perform services.

The members named below own collectively one hundred percent (100%) interest in the business and company and will share in the profits and losses as follows:

Jered Buss	50%
Patrick Reagan	50%

B. An individual capital account shall be established and maintained on behalf of each member, including any additional or substituted member who shall thereafter receive an interest in the LLC. The capital account of each member shall consist of (i) the amount of cash such member has contributed to the LLC, plus (ii) the fair market value of any property such member has contributed to the LLC, net of any liabilities assumed by the LLC or to which such property is subject, plus (iii) the amount of profits or income (including tax-exempt income) allocated to such member, less (iv) the amount of losses and deductions allocated to such member, less (v) the amount of all cash distributed to such member, less (vi) the fair market value of any property distributed to such member, net of any liability assumed by such member or to which such property is subject, less (vii) such member's share of any other expenditures which are not deductible by the LLC for federal income tax purposes or which are not allowable as additions to the basis of LLC property, and (viii) subject to such other adjustments as may be required under the Internal Revenue Code ("The Code").

ARTICLE V.
Additional Capital Contributions

The members may contribute in proportionate amounts any additional capital deemed necessary for the operation of the LLC, provided, however, that in the event that any member deems it advisable to refuse or fails to contribute his or her other share of any or all of the additional capital, then the other members or any one of them may contribute the additional capital not paid in by such refusing member and shall receive therefore an increase in the proportionate share of the ownership or interest in the entire company in direct proportion to the said additional capital contributed. Unless otherwise agreed, the right to make up additional capital contributions of a refusing member shall be available in the same order as the right to purchase in the case of withdrawal or death of a member, as set forth in Articles XV and XVI; provided, however, that no member shall have the right to acquire control of more than sixty percent (60%) of the outstanding membership interests of the LLC without the unanimous consent of all members.

ARTICLE VI.
Admission of Additional Members

The members may admit to the LLC additional member(s) who will participate in the profits, losses, available cash flow, and ownership of the assets of the LLC on such terms as are determined by all of the members, provided: (i) admission of any such additional member(s) shall require the written consent of all members then having any interest in the LLC; and (ii) admission of such additional member(s) may result in a dilution of the interests of the then members.

ARTICLE VII.
Division of Profits and Losses

Each of the members shall own an interest in the LLC as set forth in Article IV, except as the same may hereafter vary or change as provided in Article V, entitled "Contributions of Additional Capital". All profits and losses of the LLC enterprise shall be shared by each of said members as set forth in Article IV. A separate capital account shall be maintained for each member. No member shall make any withdrawals from capital without prior approval of the LLC. If the capital account of the member becomes impaired, his share of subsequent LLC profits shall be first credited to his capital account until that account has been restored.

ARTICLE VIII.
Rights and Duties of the Parties

A. The members agree to mutually undertake the responsibilities for development, and in that regard each shall have a contributory responsibility of time and effort to the LLC. LLC decisions and actions shall be decided by a majority in interest of the members, at meetings regularly called with notice to all members. For purposes of determining a "majority in interest", a member's interest will be his interest in profits and losses as set forth in Article VII, and a majority will mean sixty-six percent (66%) or more.

B. No member or manager shall be liable under a judgment, decree, or order of the court, or in any other manner, for a debt, obligation or liability of the LLC, except as provided by law. No member shall be required to loan any funds to the LLC. No member shall be required to make any contribution to the LLC by reason of any negative balance in his capital account, nor shall any negative balance in a member's capital account create any liability on the part of the

member to any third party.

ARTICLE IX.
Costs and Expenses

No member shall be separately compensated on a salaried basis for services performed in carrying out the operation of the LLC. No salaries or individual compensation shall be otherwise payable, without consent of the LLC, for the normal management, although the LLC may from time to time employ one or more managers or other members at a designated and agreed upon compensation for services performed for the LLC in the normal course of the member's business.

ARTICLE X.
Management Duties and Restrictions

A. Except as provided in Subparagraphs "B" and "C" of this Article, all members shall have proportionate rights in the management of the LLC. No member shall, without the consent of the other members, endorse any note or act as an accommodation party, or otherwise become surety for any person in any transaction involved in the LLC. Without the consent of the LLC, no member shall on behalf of the LLC borrow or lend money, or make, deliver or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the LLC. No member shall, except with the consent of the other members, mortgage, grant a security interest in its share in the LLC or in the LLC capital assets or property, or do any act detrimental to the best interests of the LLC or which would make it impossible to carry on the ordinary purpose of the LLC.

B. The LLC may from time to time elect to designate one of its members as General Manager for the LLC. Such person so designated shall have authority to execute all instruments in the name of the LLC, except that all members shall execute instruments of indebtedness which responsibility shall not be delegated to the Manager.

C. Jered Buss is hereby designated as Manager, to act in accord with the provisions of Subparagraph "B" of this part, and specifically to execute all documents, except as limited by the prior paragraph that all members shall execute instruments of indebtedness; provided, however, that the Manager may execute any document which requires the signature of the LLC. Any facsimile signature shall have the same force and effect for all purposes as an original signature.

D. Annual meetings of the members shall be held each year in the month of January in such place or places as the Manager may determine. Special meetings of the members, as provided below, may be called by members representing in the aggregate at least fifty percent (50%) of the members in the LLC. Any or all members may participate in an annual or special members' meeting by, or through the use of, any means of communication by which all members participating may simultaneously hear each other during the meeting.

E. The LLC shall deliver or mail written notice stating the date, time, and place of any meeting of members and, in the case of a special members' meeting or when otherwise required by law, a description of the purposes for which the meeting is called, to each member of record entitled to vote at the meeting, at such address as appears in the records of the LLC, such notice to be mailed at least ten (10), but not more than sixty (60), days before the date and time of the meeting. A member may waive notice of any meeting, before or after the date of the meeting, by delivering a signed waiver to the LLC for inclusion in the minutes of the LLC. A member's attendance at any meeting, in person or by proxy, (a) waives objection to lack of notice or defective notice of the meeting, unless the member at the beginning of the meeting objects to the holding of the meeting or transacting business at the meeting, and (b) waives objection to consideration of a particular matter at the meeting that is not within the purposes described in the meeting notice, unless the member objects to considering the matter when it is presented.

ARTICLE XI.
Banking

All funds of the LLC shall be deposited in its name in such checking account or accounts as shall be designated by the Manager. All withdrawals therefrom are to be made upon checks that must be signed by a representative designated by the members.

ARTICLE XII.
Books

The LLC books shall be maintained at the principal place of business, and each member shall have access thereto. The books shall be kept on a calendar year basis, and shall be closed and balanced at the end of each fiscal year. An audit shall be made upon the request in writing by any member, and mailed or delivered to the other members. Each of the parties to this agreement hereby covenants and agrees to cause all known business transactions pertaining to the purpose of the LLC, to be entered properly and completely into said books. The LLC will furnish

annual financial statements to the members, and prepare tax returns in a timely manner, furnishing copies to all partners at least three (3) days before they are filed by the LLC.

ARTICLE XIII.
Insurance

During the course of the term for which this LLC is formed, the LLC shall carry liability insurance in such amounts as are deemed appropriate by the members.

ARTICLE XIV.
Termination

A. The LLC shall be dissolved, its assets disposed of, and its affairs wound up on the first to occur of the following:

1. a determination by the members that the LLC should be dissolved;

2. the occurrence of a dissolution event, as defined in Article XVI below, and the LLC or remaining members failure to purchase the interest of the former member as provided therein;

3. sale of all or substantially all of the assets of the LLC;

4. The expiration of the LLC term as stated in its Articles;

5. at such earlier time as may be provided by applicable law.

B. In settling accounts of the LLC after dissolution, the liabilities of the LLC shall be entitled to payment in the following order, all as required by the Act:

1. to creditors, in the order of priority as provided by law, except to those members of the LLC on account of their contributions;

2. to members of the LLC in respect of their share of the profits and other compensation by way of income on their contributions; and

3. to members of the LLC in respect of their contributions to capital.

ARTICLE XV.
Withdrawal of Member by Sale

Any member who shall be desirous of selling his share and interest in the LLC shall give the right of first refusal to purchase said share and interest at the same price as being offered by a bona fide buyer to all members other than the selling member, each member electing to purchase having the right to purchase that percentage of the share being sold obtained by dividing his respective percentage of the LLC by the total percentage of all members electing to purchase.

ARTICLE XVI.
Dissolution of a Member's Interest

A. As contemplated in the Articles of Organization, the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member (a "dissolution event") shall not dissolve the LLC if the remaining member(s) unanimously consent to the continuation of the business of the LLC.

B. Upon the occurrence of a dissolution event, the remaining members shall have the option to purchase such interest. Within thirty (30) days of written notice of the dissolution event, the remaining member(s) shall notify the managers in writing of their desires to purchase a portion of the former member's interest. The failure of any member to submit a notice within the applicable period shall constitute an election on the part of the remaining member not to purchase any of the former member's interest. The value of the former member's interest shall be valued and sold in accordance with the provisions of Paragraph XV entitled "Withdrawal of Member by Sale" and the proceeds distributed to the successor in interest, assignee, heir or heirs within 90 days of said written notice of the dissolution event.

ARTICLE XVII.
Distribution

Prior to dissolution and at least annually as income has been received by the LLC accounts determined and tax returns filed, the members shall determine funds available for distribution. For any fiscal year, available cash of the LLC need not be distributed to the extent that such cash is required for a reasonable working capital reserve for the LLC, the amount of such reserve to be determined by the managers. Upon liquidation, a reasonable reserve as mutually determined in amount shall be established to cover follow-on or subsequent obligations if any. Liquidation of the LLC need not be delayed provided that such amounts are

properly escrowed and arrangement made for performance of such services as may be required in the interest of the LLC. Escrows, reserves or liquidating accounts may be established as escrows or otherwise, which activity need not unduly delay the termination of the LLC for all other purposes.

ARTICLE XVIII.
Violation of this Agreement

Any member who shall violate any of the terms, conditions, and provisions of this agreement shall keep and save harmless the LLC property and shall also indemnify the other then members from any and all claims, demands and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any of the terms and conditions of this agreement.

ARTICLE XIX.
Amendments to this Agreement

This Agreement may be amended at any annual or special meeting of the members, provided, however, that the amendment must receive the affirmative vote of holders of two-thirds (2/3) of the outstanding interests in the LLC at the time of the vote.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands the day and first above written.

Jered Buss

Patrick Reagan