Canyon County, ID Web Map

2/28/2023, 11:20:23 AM

Multiple Parcel Search _Query result

Hydro_NHDFlowline

CanyonCountyRoads

Roads

County Boundary

Current Impact Area

City Limits

Sections

Canyon County Imagery_2019

Red: Band_1

Green: Band_2

Blue: Band_3

1:4,514

0 0.03 0.06 0.11 mi

0 0.04 0.09 0.17 km

Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

Canyon County, ID

Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA | COMPASS | Nampa GIS | Canyon County Sheriff's Office

MASTER APPLICATION

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633

PROPERTY OWNER	OWNER NAME: Dobro LLC
	MAILING ADDRESS: [redacted]
	PHONE: [redacted]

I consent to this application and allow DSD staff / Commissioners to enter the property for site inspections. If owner(s) are a business entity, please include business documents, including those that indicate the person(s) who are eligible to sign.

Signature: _____ *Date:* 8-16-12

OWNER'S REPRESENTATIVE (AGENT)	CONTACT NAME: Randy Reams
	COMPANY NAME: Kindred Bible Church
	MAILING ADDRESS: P.O. Box 32 Nampa, ID. 83653
	PHONE: 208 484-9014 EMAIL: info@kindredbible.org

ARCHITECT ENGINEER	COMPANY NAME: Design West Achitects
	MAILING ADDRESS: 612 SW 5th Ave. Meridian, Idaho 83642
	PHONE: 208 888-1768 EMAIL: desgnwest@designwestid.com

SITE INFO	STREET ADDRESS: 21985 Dixie River Rd. Caldwell, Idaho
	PARCEL #: ~~R36075~~ 36074 LOT SIZE/AREA: 7.91 acres
	LOT: BLOCK: SUBDIVISION:
	QUARTER: NE SECTION: 14 TOWNSHIP: 4N RANGE: 4W
	ZONING DISTRICT: A FLOODZONE (YES/NO): No

HEARING LEVEL APPS	✓ CONDITIONAL USE ____ COMP PLAN AMENDMENT ____ CONDITIONAL REZONE
	____ ZONING AMENDMENT (REZONE) ____ DEV. AGREEMENT MODIFICATION ____ VARIANCE > 33%
	____ MINOR REPLAT ____ VACATION ____ APPEAL
	____ SHORT PLAT SUBDIVISION ____ PRELIMINARY PLAT SUBDIVISION ____ FINAL PLAT SUBDIVISION

DIRECTORS DECISION APPS	____ ADMINISTRATIVE LAND DIVISION ____ EASEMENT REDUCTION ____ SIGN PERMIT
	____ PROPERTY BOUNDARY ADJUSTMENT ____ HOME BUSINESS ____ VARIANCE 33% >
	____ PRIVATE ROAD NAME ____ TEMPORARY USE ____ DAY CARE
	____ OTHER ____

CASE NUMBER: CU2022-0041	DATE RECEIVED: 9/14/2022
RECEIVED BY: SH	APPLICATION FEE: $950.00 CK MO (CC) CASH

CONDITIONAL USE PERMIT APPLICATION
for
21985 DIXIE RIVER RD.
CALDWELL, IDAHO 83705

8/25/22

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CONDITIONAL USE PERMIT CHECKLIST

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT
111 North 11th Avenue, #310, Caldwell, ID 83605
zoninginfo@canyoncounty.id.gov Phone: 208-454-7458 Fax: 208-454-6633

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH THIS CHECKLIST:

- ☒ Master Application completed and signed
- ☒ Detailed letter fully describing the request and addressing any applicable Comprehensive Plan policies and ordinance requirements outlined below
- ☒ Neighborhood meeting sign-up sheet and copy of neighborhood notification letter
- ☒ Land Use Worksheet
- ☒ Site Plan showing existing and proposed site features
- ☒ Deed or evidence of property interest to all subject properties.
- ☒ **$950 non-refundable fee, $600 for a modification**

NOTE:

The following criteria are outlined in ordinance 07-07-05: HEARING CRITERIA:
Please provide a response to each of the criteria in the letter of intent.

(1) Is the proposed use permitted in the zone by conditional use permit; **Yes**

(2) What is the nature of the request; **A new CUP - Church**

(3) Is the proposed use consistent with the comprehensive plan; **Yes**

(4) Will the proposed use be injurious to other property in the immediate vicinity and/or negatively change the essential character of the area; **No**

(5) Will adequate water, sewer, irrigation, drainage and stormwater drainage facilities, and utility systems be provided to accommodate the use; **Yes**

(6) Does legal access to the subject property for the development exist or will it exist at the time of development; **Yes**

(7) Will there be undue interference with existing or future traffic patterns; **No**

(8) Will essential services be provided to accommodate the use including, but not limited to, school facilities police and fire protection, emergency medical services, irrigation facilities, and will the services be negatively impacted by such use or require additional public funding in order to meet the needs created by the requested use? **No**

PROCESS: 1 PUBLIC HEARING (APPROVED BY PLANNING & ZONING COMMISSION)
**Additional studies and information may be required to understand the impact to traffic, the environment, economics and surrounding properties.

August 24, 2022

Subject: Request for CUP

Property address:
21985 Dixie River Rd.
Caldwell, Idaho, 83607

Dobro LLC, owners of the property, request a new Conditional Use Permit be granted to use the property as a church. The property was previously granted a CUP for a school that was operated by Valley View School District.

A neighborhood meeting was held August 13, 2022 to discuss the possible usage with owners of properties within 650 ft. of the plot (see attached Notice of Neighborhood Meeting and Minutes of Neighborhood Meeting).

The five or so acres west of the two structures will remain field and the only major material change will be the removal of the existing modular structure (See attached Site Plan) so there would be no negative impact on the county's Comprehensive Plan. Conversely, a church would have a positive impact on the Comprehensive Plan in that it would provide an important service in a rural setting without altering the essential character of the area.

The church, Kindred Bible Church (KBC), would seek county approval for signage and to place a cross on building 2. It also hopes to update the fence around building 2 and install flower planters on its east side.

The property has both irrigation and domestic wells. Both met the needs of the school and should easily meet the needs of a small church. The site also has an existing septic system capable of meeting the church's needs now and in the foreseeable future.

There is easy and legal access to the property and it has plenty of parking directly accessible for Dixie River Rd. as well as legal and easy access from Red Top Rd. Since the church is small and its main use of the structure takes place only one day of the week and since it will not be maintaining an office open that would be regularly open to the public the church's use of the site would create no undue interference with existing or future traffic patterns.

KBC has existed since 2004 and currently rents a building in Nampa but it has struggled to find a facility that fits its needs and its rural character. Their attendance is 60-70 with approximately 50% of the congregation living in rural areas (e.g. Homedale, Notus, Parma, and Sand Hollow). The church is excited about the prospect of becoming involved in the communities of Greenleaf and Notus.

Sincerely,

Randy L. Reams

Randy L. Reams
Owner's agent

Neighborhood Meeting Documents

Notice of Neighborhood Meeting
Conditional Use Permit Pre-application requirement for a Public Hearing

Date: July 29, 2022

Dear Neighbor,

We are in the process of submitting an application for a Conditional Use Permit to Canyon County Development Services (DSD). One of the requirements necessary prior to submitting the application is to hold a "neighborhood meeting" and provide information to our surrounding neighbors (Canyon County Zoning Ordinance § 07-01-15).

This meeting is for informational purposes and to receive feedback from you as we move through the application process. This is **not** a public hearing before a governing body of the County. Once our application has been submitted and processed, a public hearing date will be scheduled. Prior to the scheduled date you will receive an official notification from Canyon County DSD regarding the Public Hearing via postal mail, newspaper publication, and/or a display on the property for which the Conditional Use Permit is applied.

The Neighborhood Meeting details are as follows:

Date: August 13, 2022
Time: 10:00 AM
Location: 21985 Dixie River Rd. Caldwell Idaho
Property description: 21985 Dixie River Rd. Caldwell Idaho 83607
The property was previously Riverview Middle School
Site Location: 21985 Dixie River Rd. Caldwell Idaho 83607
Proposed usage: It is our desire to use the newest of the existing buildings as a church.

We look forward to the neighborhood meeting and encourage you to attend. At that time we will answer any questions you may have.

Please do not call Canyon County Development Services regarding this meeting. This is a PRE- APPLICATION requirement and we have not submitted the application for consideration at this time. The County currently has no information on this project.

If you have any questions prior to the meeting, please contact me at 208 484-9014, or info@kindredbible.org, or KBC P.O. Box 32, Nampa ID. 83653.

Sincerely,

Randy L. Reams

Randy L. Reams
Senior Pastor
Kindred Bible Church

NEIGHBORHOOD MEETING SIGN-UP

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT

111 North 11th Avenue, #140, Caldwell, ID 83605

www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633

NEIGHBORHOOD MEETING SIGN UP SHEET

CANYON COUNTY ZONING ORDINANCE §07-01-15

Applicants shall conduct a neighborhood meeting for any proposed comprehensive plan amendment, zoning map amendment (rezone), subdivision, variance, conditional use, zoning ordinance map amendment, or other requests requiring a public hearing.

SITE INFORMATION

Site Address: 21985 Dixie River Rd.	Parcel Number: R36074	
City: Caldwell	State: ID.	ZIP Code: 83607
Notices Mailed Date: July 29, 2022	Number of Acres: 7	Current Zoning: School
Description of the Request: C.U.P. - for a church		

APPLICANT / REPRESENTATIVE INFORMATION

Contact Name: Randy Reams		
Company Name: Kindred Bible Church		
Current address: P.O Box 32		
City: Nampa	State: ID.	ZIP Code: 83653
Phone: 208 899-6024	Cell: 208 484-9014	Fax:
Email: info@kindredbible.org		

10:20

MEETING INFORMATION

DATE OF MEETING: Aug. 13, 2022	MEETING LOCATION: 21985 Dixie River Rd. Caldwell, ID.
MEETING START TIME: 10:20 AM	MEETING END TIME: 10:31 AM

ATTENDEES:

NAME (PLEASE PRINT)	SIGNATURE:	ADDRESS:
1. Chris Johnston		1103 Willow Ct. Parma, 83660
2. Jeannie Johnston	Jeannie M. Johnston	103 Willow Ct Parma 83660
3. Timothy Davidson		1621 W. Bridger Ave, Nampa 83651
4. Rachel Davidson	Rachel Davidson	1621 W. Bridger Ave, Nampa 83651
5. GLEN SHELDON		17233 N JUDI 83607
6. Monte Fountain	Monte Fountain	25240 Conway Rd. Caldwell 83607
7. Tobi Fountain	Tobi Fountain	25240 Conway Rd Caldwell 83607
8. Jeremy Morales		1292 E Ryegate Dr. Meridian
9. Manique Morales	Manique Morales	1292 E Ryegate Dr. Meridian

Revised 11/25/20

10.	KYLIE MCNEW	/	/ 23418 Blessinger Rd Star ID
11.	Ann L. Misner	/	/ 216 16th Ave. South, Nampa ID
12.	Donna Young	/ DONNA YOUNG	/ 21 N. FAIRVIEW ST NAMPA ID
13.	Brittanee Reams	/	/ 641 Norwood Ln. Nampa ID.
14.	Kristopher Wilson	/	/ 3024 Custer Ave Nampa ID
15.	Judith Middleton	/	/ 27959 Old Hwy 30 Caldwell
16.	Robert Middleton	/ Robert Middleton	/ 27959 Old Hwy 30 Caldwell
17.	Alan C. Jones	/	/ 123 11th Ave S. #762 Nampa ID. 83653
18.	Michael A Erwin	/	/ Parma
19.	Heather Erwin	/	/ Parma
20.	Liza Warner	/	/ 21880 Birds River Rd. Cald.
21.	Derek Cole	/	/ 688 S Lancaster Dr. Nampa ID 83686
22.	Autumn Cole	/	/ 688 S Lancaster Dr. Nampa ID
23.	Keri Ann Gregory	/	/ 1715 E. Sherman Ave. 83686

NEIGHBORHOOD MEETING CERTIFICATION:

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accordance with Canyon County Zoning Ordinance § 07-01-15.

APPLICANT/REPRESENTATIVE (Please print):

Randy L. Reams

APPLICANT/REPRESENTATIVE (Signature): Randy L. Reams

DATE: 08 / 17 / 2022

Minutes
Neighborhood Meeting
Aug. 13, 2022
Location: 21985 Dixie River Rd. Caldwell, Idaho

10:20 am – The meeting was called to order by Randy Reams.

- Mr. Reams said that the purpose of meeting is to address questions and/or concerns of neighbors regarding the application for a CUP for a church at 21985 Dixie River Rd. Caldwell, Idaho/
- He acknowledged that the only neighbor in attendance was Liza Wagner who owns the property across Dixie River Road (21880 Dixie River Rd. - 28 acres).
- He then invited Mrs. Warner to address those present (23 adults & several children) and speak to any concerns she might have.

10:22 am – Mrs. Wagner

- She has lived in the neighborhood for 30 yrs.
- She does not want any parking on the south side of Dixie River Rd.
- She does not want anyone consorting with her cows.
- She asked that the church control its trash so it does not blow over into her field because her cows will eat it.
- She informed everyone that there are seven gravel pits within five miles so she suggested that the church members use Pinto Rd. or Notus Rd. to avoid all the gravel trucks that use Weitz Rd.

10:25 am – Mr. Reams

He suggested that if the church is granted the CUP that they put some metal trash cans in the parking areas to help limit the trash that might blow into Mrs. Wagner's pasture.

10:26 am – Scott Gregory,

Mr. Gregory asked Mrs. Wagner if she knows how any of the other neighbors might feel about a church moving into the building. She responded by saying that she believed that Gerry & Rhonda McGoldrick (21856 Dixie River Rd.) would welcome the idea.

10:28 am – Mr. Reams

He informed everyone that there would not be a lot of changes to the exterior of the building, but the church was hoping to put a cross on the building but he did not know exactly where and that the county would most likely have to approve it. He also said that there would be some form of signage on the building which would need the approval of the county.

10:30 am – Mr. Reams asked if there were any more questions or concerns.

10:31 am – Since no one had any more questions or comments, Mr. Reams adjourned the meeting.

Note: Mrs. Wagner stayed for quite some time after the meeting was adjourned and spoke with several of the congregants of the church.

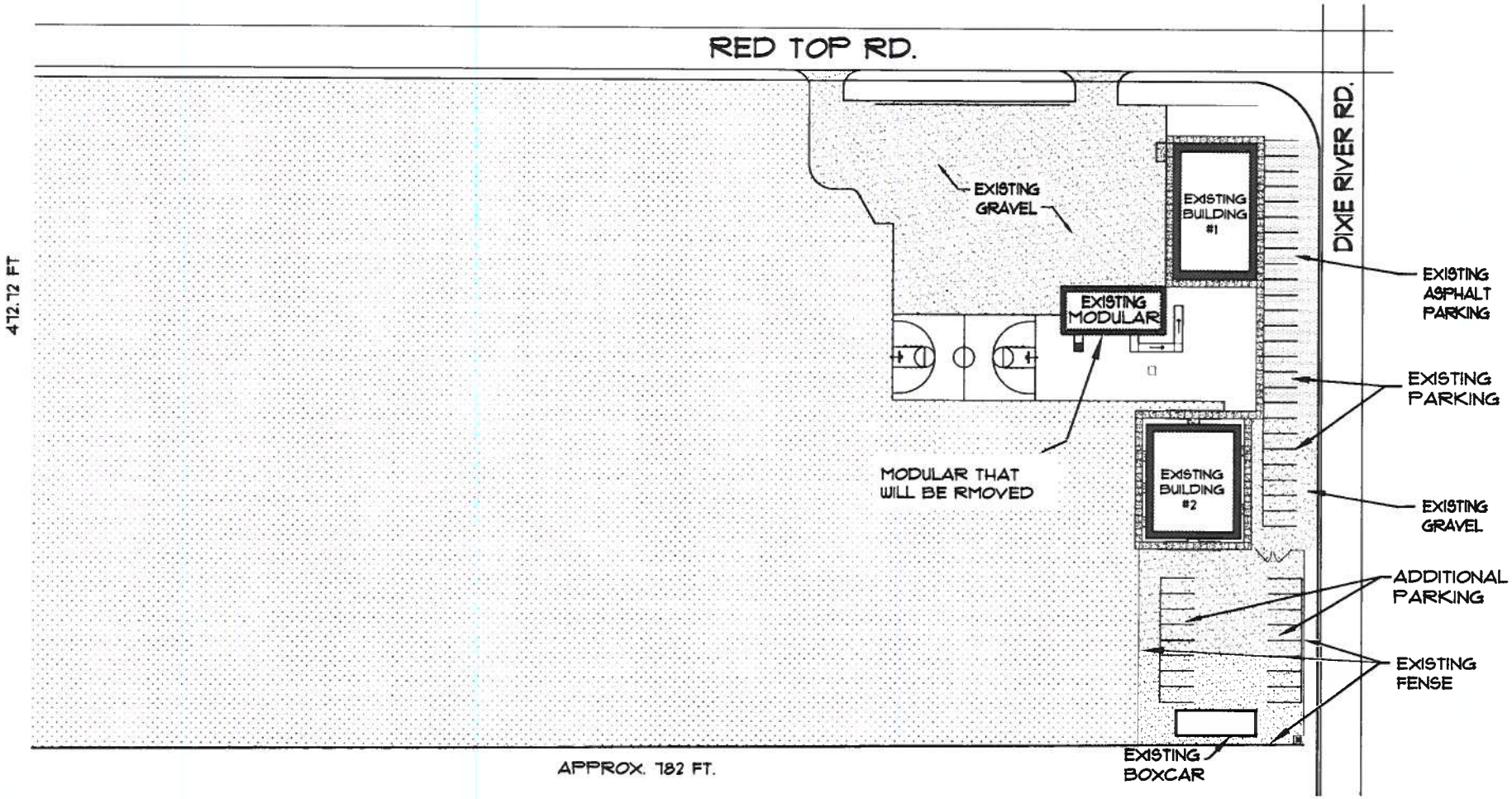
Minutes taken by Kari Ann Gregory.

SITE PLAN

EXISTING OVERALL SITE PLAN

Not to scale

IMAGE 01



*OBTAINED & ADAPTED FROM ORIGINAL DRAWINGS DONE BY

DESIGN WEST ARCHITECTS
216 SW. 5th Ave. - Meridian, ID. 83642
(208) 888-1768 designwest@designwestid.com

NORTH

LAND USE WORKSHEET

LAND USE WORKSHEET

CANYON COUNTY DEVELOPMENT SERVICES DEPARTMENT
111 North 11th Avenue, #140, Caldwell, ID 83605
www.canyonco.org/dsd.aspx Phone: 208-454-7458 Fax: 208-454-6633

Required for Conditional Use Permit, Comprehensive Plan and Zoning Ordinance Amendment Applications

PLEASE CHECK ALL THAT APPLY TO YOUR REQUEST:

GENERAL INFORMATION

1. DOMESTIC WATER: ☒ Individual Domestic Well ☐ Centralized Public Water System ☐ City

☐ N/A – Explain why this is not applicable: _____

☐ How many Individual Domestic Wells are proposed? _____

2. SEWER (Wastewater) ☒ Individual Septic ☐ Centralized Sewer system

☐ N/A – Explain why this is not applicable: _____

3. IRRIGATION WATER PROVIDED VIA:

☐ Surface ☒ Irrigation Well ☐ None

4. IF IRRIGATED, PROPOSED IRRIGATION:

☒ Pressurized ☐ Gravity

5. ACCESS:

☒ Frontage ☐ Easement Easement width_____Inst. # _____

6. INTERNAL ROADS: NA

☐ Public ☐ Private Road User's Maintenance Agreement Inst #_____

7. FENCING ☐ Fencing will be provided (Please show location on site plan)

Type: Existing chain Link Height: 6 ft.

8. STORMWATER: ☐ Retained on site ☒ Swales ☐ Ponds ☐ Borrow Ditches

☐ Other: _____

9. SOURCES OF SURFACE WATER ON OR NEARBY PROPERTY: (i.e. creeks, ditches, canals, lake)

None

RESIDENTIAL USES

1. NUMBER OF LOTS REQUESTED: NA

☐ Residential _____ ☐ Commercial _____ ☐ Industrial _____

☐ Common _____ ☐ Non-Buildable _____

2. FIRE SUPPRESSION: NA

☐ Water supply source: _____

3. INCLUDED IN YOUR PROPOSED PLAN?

☐ Sidewalks ☐ Curbs ☐ Gutters ☐ Street Lights ☒ None

NON-RESIDENTIAL USES

1. SPECIFIC USE: Religious / Church

2. DAYS AND HOURS OF OPERATION:

☑ Monday 07-00 to 0000

☑ Tuesday 07-00 to 0000

☒ Wednesday ~~5:30pm~~ 7-00 to ~~9:00pm~~ 0000

☑ Thursday 07-00 to 0000

☑ Friday 07-00 to 0000

☑ Saturday 07-00 to 0000

☒ Sunday ~~8:00am~~ 07-00 to ~~1:00pm~~ 0000

3. WILL YOU HAVE EMPLOYEES? ☒ Yes If so, how many? One ☐ No

4. WILL YOU HAVE A SIGN? ☒ Yes ☐ No ☐ Lighted ☐ Non-Lighted

Height: 4 ft Width: 8 ft. Height above ground: not sure

What type of sign: x Wall _____ Freestanding _____ Other

5. PARKING AND LOADING:

How many parking spaces? 25

Is there is a loading or unloading area? No

ANIMAL CARE RELATED USES

1. MAXIMUM NUMBER OF ANIMALS: None

2. HOW WILL ANIMALS BE HOUSED AT THE LOCATION? None

☐ Building ☐ Kennel ☐ Individual Housing ☐ Other _____

3. HOW DO YOU PROPOSE TO MITIGATE NOISE? NA

☐ Building ☐ Enclosure ☐ Barrier/Berm ☐ Bark Collars

4. ANIMAL WASTE DISPOSAL NA

☐ Individual Domestic Septic System ☐ Animal Waste Only Septic System

☐ Other: _____

OWNERSHIP DOCUMENTS

PioneerTitleCo.
GOING BEYOND

100 10th Avenue South
Nampa, ID 83651

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

2022-023958
RECORDED
05/04/2022 02:32 PM
CHRIS YAMAMOTO
CANYON COUNTY RECORDER
Pgs=3 SCARDENAS $15.00
TYPE DEED
PIONEER TITLE CANYON - CALDWELL
ELECTRONICALLY RECORDED

File No. 805826 CH/JB

WARRANTY DEED

For Value Received Vallivue School District #139

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

DOBRO LLC, an Idaho Limited Liability Company

hereinafter referred to as Grantee, whose current address is [redacted]

The following described premises, to-wit:

PARCEL 1:

A part of the NE¼ NE¼ of Section 14, Township 4 North, Range 4 West of the Boise Meridian, Canyon County, Idaho, more particularly described, to-wit:

COMMENCING at the Northeast corner of Section 14, Township 4 North, Range 4 West of the Boise Meridian;

Running thence South along the East boundary line of said Section 14, a distance of 208.71 feet;

Running thence West on a line parallel with the North boundary line of said Section 14, a distance of 208.71 feet;

Running thence North on a line parallel with the East boundary line of said Section 14, a distance of 208.71 feet to the North boundary line of said Section 14;

Running thence East on the North boundary line of said Section 14, a distance of 208.71 feet to the REAL POINT OF BEGINNING.

AND

PARCEL 2:

A part of the NE¼ NE¼ of Section 14, Township 4 North, Range 4 West of the Boise Meridian, Canyon County, Idaho, more particularly described to-wit:

Commencing at the Northeast corner of Section 14, Township 4 North, Range 4 West of the Boise Meridian in Canyon County, Idaho and running thence South 208.71 feet along the East line of said Section 14 to the INITIAL POINT;

Thence continuing South 208.71 feet along the said East line;

Thence West 225 feet;

Thence North 417.42 feet to a point in the North line of said Section 14;

Thence East 16.29 feet along the said North line to a point which is 208.71 feet West of the said Northeast corner;

Thence South 208.71 feet;

Thence East 208.71 feet to the INITIAL POINT.

AND

PARCEL 3

This parcel is a portion of the NE¼ NE¼, Section 14, Township 4 North, Range 4 West of the Boise Meridian, Canyon County, Idaho, and is more particularly described as follows:

Commencing at the Northeast corner of said NE¼ NE¼;

Thence North 89°53'22" West along the Northerly boundary of said NE¼ NE¼ a distance of 225.00 feet to the TRUE POINT OF BEGINNING;

Thence South parallel with the Easterly boundary of said NE¼ NE¼ a distance of 417.42 feet;

Thence North 89°53'22" West parallel with the Northerly boundary of said NE¼ NE¼ a distance of 600.00 feet;

Thence North parallel with said Easterly boundary a distance of 417.42 feet to the Northerly boundary of said NE¼ NE¼;

Thence South 89°53'22" East along said Northerly boundary a distance of 600.00 feet to the TRUE POINT OF BEGINNING.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: April 29, 2022

Vallivue School District #139

By: _____
Lisa Boyd, Superintendent

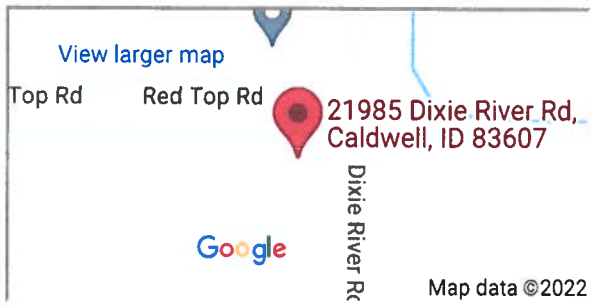
State of IDAHO, County of CANYON

This record was acknowledged before me on May 4, 2022 by Lisa Boyd, as Superintendent of Vallivue School District #139.

Signature of notary public
Commission Expires: 11/2/2025

CARI HECK
COMMISSION #37142
NOTARY PUBLIC
STATE OF IDAHO

21985 Dixie River Rd - Caldwell, ID



General Information

Parcel #:	R3607400000
Subdivision:	
Owner 1:	[redacted]
Owner 2:	
Site Address:	21985 Dixie River Rd Caldwell , ID
Legal:	14-4N-4W NE 1.00AC IN NENE,,TX 2 & 3 IN NE 14-4N-4W NE 2.16AC IN NE COR OF NENE LESS TX 3 T77566
Acres:	7.91
Bed/Bath:	0/2
Zoning:	
School Dist:	770 Vallivue School Dist
Land Use:	81I-Exempt Land
Twn-Rng-Sec:	04N-04W-14
Watershed Code:	1705011408 Boise River-Snake River

Assessment	Value
Improvement	$0.00
Land	$353,670.00
Total	$353,670.00

Assessment	Value
Assessment Year	2022

Tax Year	Tax Total
2021	$12.32
2020	$12.32
2019	$12.32

Business Identity Documents

DOBRO LLC

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-30-2018

Employer Identification Number:
82-5364530

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

DOBRO LLC
[redacted]

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-5364530. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 03/15/2019

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is DOBR. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 04-30-2018
EMPLOYER IDENTIFICATION NUMBER: 82-5364530
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

OPERATING AGREEMENT

OF

DOBRO LLC

In consideration of the mutual benefits and obligations set forth in this Agreement, the undersigned parties agree as follows:

ARTICLE ONE
DEFINED TERMS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Article One shall, for the purposes of this Agreement, have the following meanings:

"Idaho Act" means the Idaho Uniform Limited Liability Company Act, IDAHO CODE §§ 30-25-101 *et seq.*, as amended or restated from time to time.

"Affiliate" means, with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Operating Agreement of the Company, as amended, modified, supplemented or restated from time to time.

"Capital Account" means, with respect to any Member, the account maintained for such Member in accordance with the provisions of Section 4.4.

"Capital Contribution" means, with respect to any Member, the aggregate amount of money and the fair market value of any property (other than money) contributed to the Company pursuant to Section 4.1 with respect to such Member's Interest.

"Certificate" means the Certificate of Organization of the Company and any and all amendments to and restatements of the Certificate of Organization filed on behalf of the Company with the office of the Secretary of State of the State of Idaho pursuant to the Idaho Act.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Agreement, as such specific section of corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

"Company" means DOBRO LLC, the limited liability company formed and continued under and pursuant to the Idaho Act and this Agreement.

"Covered Person" means (i) a Member, (ii) any Affiliate of a Member, (iii) any officers, directors, shareholders, partners, employees, representatives or agents of a Member, or their respective Affiliates, and (iv) any employee or agent of the Company or its Affiliates.

"Fiscal Year" means: (i) the period commencing upon the formation of the Company and ending on December of the year this Agreement is executed; (ii) any subsequent 12-month period commencing on January 1 and ending on December 31; or (iii) any portion of the period described in Clause (ii) of this sentence for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article Eight of this Agreement.

"Interest" means a Member's limited liability company interest in the Company which represents such Member's share of the profits and losses of the Company and a Member's right to receive distributions of the Company's assets in accordance with the provisions of this Agreement and the Idaho Act.

"Majority Vote" means the written approval of, or the affirmative vote by, Members holding a majority of the Percentage Interests.

"Member" means each of the Persons undersigned and includes any Person admitted as an Additional Member or a substitute Member pursuant to the provisions of this Agreement, in such Person's capacity as a member of the Company, and "Members" means two or more of such Persons when acting in their capacities as members of the Company. For purposes of the Idaho Act, the Members shall constitute one class or group of members.

"Net Cash Flow" means, for each Fiscal Year or other period of the Company, the gross cash receipts of the Company from all sources, but excluding any amounts, such as gross receipts taxes, that are held by the Company as a collection agent or in trust for others or that are otherwise not unconditionally available to the Company, less all amounts paid by or for the account of the Company during the same Fiscal Year or other period (including, but not limited to, payments of principal and interest on any Company indebtedness and expenses reimbursed to the Members and minus any amounts determined by the Members to be necessary to provide a reasonable reserve for working-capital needs or any other contingencies of the Company. Net Cash Flow shall be determined in accordance with the cash receipts and disbursements method of accounting and otherwise in accordance with generally accepted accounting principles, consistently applied. Net Cash Flow shall not be reduced by depreciation, amortization, cost recovery deductions, depletion, similar allowances or other noncash items, but shall be increased by any reduction of reserves previously established.

"Percentage Interest" means the Interest of a Member, expressed as a portion of one hundred percent, as shown on the attached Schedule A, which reflects the Member's ownership interest in the Company, as determined by the unanimous written consent of the Members as adjusted from time to time.

"Person" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

"Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Company's taxable

income or loss for such Fiscal Year, determined in accordance with Section 703(a) of the Code.

"Tax Matters Partner" has the meaning set forth in Section 11.1.

"Treasury Regulations" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE TWO
FORMATION AND TERM

Section 2.1. Formation.

(i) Robert Oscar Sanchez formed the Company as a limited liability company under and pursuant to the provisions of the Idaho Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Idaho Act, except as otherwise provided in this Agreement.

(ii) Upon the execution of this Agreement or a counterpart of this Agreement, the undersigned Persons shall be admitted as Members.

(iii) The name and mailing address of each Member, the agreed value of the contribution to the capital of the Company and the Percentage Interest of each Member shall be listed on the attached Schedule A. The Members shall be required to update Schedule A from time to time as necessary to accurately reflect the information in such schedule. Any amendment or revision to Schedule A made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

(iv) Robert Oscar Sanchez, as the Organizer of the Company, and as an authorized person within the meaning of the Idaho Act, was authorized to execute, deliver and file the Certificate.

Section 2.2. Name. The name of the company formed is DOBRO LLC. The business of the Company may be conducted upon compliance with all applicable Laws under any other name designated by the Members.

Section 2.3. Term. The term of the company commenced on the date the Certificate was filed in the office of the Secretary of State of the State of Idaho and shall perpetually continue until the Company is dissolved in accordance with the provisions of this Agreement. The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate in the manner required by the Idaho Act.

Section 2.4. Designated Office. The Company's designated office in the State of Idaho shall be located at [redacted] At any time, the Members may designate another designated office.

Section 2.5. Registered Agent and Office. The Company's registered agent and office in the State of Idaho shall be [redacted] At any time, the

Members may designate another registered agent or registered office.

Section 2.6. Principal Place of Business. The principal place of business of the Company shall be at [redacted] At any time, the Members may change the location of the Company's principal place of business to another location.

ARTICLE THREE
PURPOSE AND POWERS OF THE COMPANY

Section 3.1. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Idaho Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing, including, without limitation: (i) to acquire, hold and dispose of investments, including investments in Affiliates; (ii) to lend money to, borrow money from, act as surety, guarantor or endorser for, provide collateral for, and transact other business with third parties, including Members and Affiliates of the Company; and (iii) to acquire, hold, manage, operate and dispose of interests in real and personal property.

Section 3.2. Powers of the Company.

(i) The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 3.1, including, but not limited to, the power:

(a) To enter into, perform and carry out contracts of any kind, including, but not limited to, contracts with any Member, any Affiliate of the same, or any agent or Affiliate of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purpose of the Company:

(b) To indemnify any Person in accordance with the Idaho Act and to obtain any and all types of insurance;

(c) To cease its activities and cancel its Certificate;

(d) To negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;

(e) To borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company:

(f) To make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(g) To conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Idaho Act in any state, territory, district or possession of the United States, or in any foreign country, that may be necessary, convenient or incidental to

the accomplishment of the purpose of the Company;

ARTICLE FOUR
CAPITAL CONTRIBUTIONS; INTERESTS; CAPITAL ACCOUNTS; ADVANCES

Section 4.1. Capital Contributions.

(i) Each Member has contributed or is deemed to have contributed to the capital of the Company the amount set forth opposite the Member's name on the attached Schedule A. The agreed value of the Capital Contributions made or deemed to have been made by each Member shall be set forth on Schedule A.

(ii) No Member shall be required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of all of the Members.

Section 4.2. Member's Interest. A Member's Interest shall for all purposes be personal property. A Member has no interest in specific Company property.

Section 4.3. Status of Capital Contributions.

(i) Except as otherwise provided in this Agreement, the amount of a Member's Capital Contributions may be returned to it, in whole or in part, at any time, but only with the consent of all of the Members. Any such returns of Capital Contributions shall be made to all Members in proportion to their Percentage Interests. Notwithstanding the foregoing, no return of a Member's Capital Contributions shall be made under this Section 4.3 if such distribution would violate applicable law. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to demand or receive property other than cash, except as may be specifically provided in this Agreement or as may be specifically agreed to by all of the Members.

(ii) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement.

(iii) Except as otherwise provided in this Agreement and by applicable law, the Members shall be liable only to make their capital contributions pursuant to Section 4.1, and no Member shall be required to lend any funds to the Company or, after a Member's Capital contributions have been fully paid pursuant to Section 4.1, to make any additional capital contributions to the Company. No Member shall have any personal liability for the repayment of any Capital contribution of any other Member.

Section 4.4. Capital Accounts.

(i) An individual Capital Account shall be established and maintained for each Member.

(ii) The Capital Account of each Member shall be maintained in accordance with the following provisions:

(a) To such Member's Capital Account there shall be credited such Member's Capital Contributions (consisting of cash or the fair market value of any property net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); such Member's distributive share of Profits; and such Member's distributive share of other items of income, gain or credits; and

(b) To such Member's Capital Account there shall be debited the amount of cash and the fair market value of property distributed by the company to such Member (net of liabilities secured by such distributed property which the Member is considered to assume or take subject to under Section 752 of the Code); such Member's distributive share of Losses; and such Member's distributive share of other items of loss or deduction.

ARTICLE FIVE
MEMBERS

Section 5.1. Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement or by the Idaho Act. Except as provided in this Agreement, the Members shall have no power to bind the Company.

Section 5.2. Meeting of Members.

(i) Meetings of the Members may be called at any time by any Member. Notice of any meeting shall be given to all Members not less than ten (10) days nor more than thirty (30) days prior to the date of such meeting. Each Member may authorize any Person to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact.

(ii) Unless otherwise agreed by all of the Members, all meetings of Members shall take place at the principal place of business of the Company.

(iii) The holders of a majority of the Percentage Interests issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business except as otherwise provided by this Agreement. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than ten (10) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned

meeting shall be given to each Member.

(iv) Unless otherwise provided in this Agreement, each Member shall at every meeting of the Members be entitled to vote in person or by proxy, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

ARTICLE SIX
MANAGEMENT

Section 6.1. Management by Manager(s). The management of the Limited Liability Company shall be vested in its Manager(s) who shall each be elected by the Members, by majority vote annually. The Manager for the Company shall be L-M Investment Group LLC .

6.2 Manager(s). Manager(s) shall be the chief executive officer(s) of the Company responsible for the general overall day to day supervision of the business and affairs of the Company. They shall, when present, preside at all meetings of Members. The Members and Managers may sign, on behalf of the Company, such deeds, mortgages, bonds, contracts or other instruments which have been appropriately authorized to be executed by the Members, except in cases where the signing or execution thereof shall be expressly delegated by the Members or by this Operating Agreement or by statute to some other officer or agent of the Company; and, in general, they shall perform all duties as may be prescribed by the Members from time to time.

6.2.1 Duties. The specific authority and responsibility of the Manager(s) shall also include the following:

(1) The Manager(s) shall effectuate this Operating Agreement and the Regulations and decisions of the Members;

(2) The Manager(s) shall direct and supervise the operations of the Company on a day to day basis;

(3) The Manager(s), within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company, and shall appoint, hire and dismiss all personnel and regulate their hours of work.

(4) The Manager(s) shall keep the Members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

6.2.2 Resignations and Removal. Any Manager(s) may resign at any time by giving written notice to the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Manager may be removed at any by a majority vote of the Members with or without cause.

6.2.3 Salaries. The salaries or other compensation structure of the Manager(s) of the Company shall be fixed from time to time by 62.5% of the holders of a majority of the Percentage

Interests and no Members shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

Section 6.3. Reliance by Third Parties. Any Person dealing with the Company or any Member may rely upon a certificate signed by any Member as to: (i) the identity of a Member; (ii) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Members or in any other manner germane to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any instrument or document of, or on behalf of, the Company; or (iv) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

Section 6.4. Statement of Authority. Under the Idaho Act, and upon approval of a majority of the Percentage Interests of the Company, the Company may file with the Idaho Secretary of State a Statement of Authority specifying the actual authority of the Members of the Company relative to executing instruments and binding the Company to transactions.

Section 6.5. Actions Requiring Unanimous Approval of the Members. Notwithstanding any other provision of this Agreement to the contrary, no Member shall take any of the following actions on behalf of the Company unless authorized to do so unanimously by the Members:

(i) The sale, exchange or other disposition of any of the assets of the Company except for sales in the ordinary course of business;

(ii) The commencement of a voluntary proceeding seeking reorganization or other relief with respect to the Company under any bankruptcy or other similar law or seeking the appointment of a trustee, receiver, custodian or other similar official of the Company or any substantial part of its property, or the making by the Company of general assignment for the benefit of creditors;

(iii) The declaration or making of any distributions to Members;

(iv) The entering into by the Company of any joint venture, partnership, subcontracting, license, sub-license, manufacturing, marketing, distribution or other similar arrangement with any Person;

(viii) The commitment to any material capital expenditure by the Company in any Fiscal Year of the Company;

(xiii) The entering into, amendment, modification, renewal (or election not to renew), waiver or termination by the Company of any financing document;

(xiv) The incurring or assumption of any material liability or obligation, whether contractually or otherwise, by the Company; and

Section 6.7. Company Attorney. Unless otherwise agreed by all of the Members, the general counsel and attorney at law of the Company shall be David Hammerquist, who is currently located at 4[redacted]

[redacted] The Members all recognize and acknowledge that said attorney is the attorney for the Company and not for any one Member individually. The Members acknowledge that David Hammerquist Law Chartered also represents Member L-M Investment Group LLC and its principal Mark Paljetak and said members waive any conflict of interest regarding said conflict.

ARTICLE SEVEN
AMENDMENTS

Any amendment to this Agreement shall be adopted and be effective as an amendment to the Agreement if it receives the affirmative vote of all of the Members, provided that such amendment be in writing and executed by all of the Members. This Agreement may not be amended, in whole or in part, orally, impliedly or by a course of dealing or conduct.

ARTICLE EIGHT
ALLOCATIONS

Section 8.1. Profits and Losses.

(i) Subject to the allocation rules of Section 8.2, Profits for any fiscal Year shall be allocated among the Members in proportion to the Percentage Interests.

Section 8.2. Allocation Rules.

(ii) For purposes of determining the Profits, Losses or any other items allocable for any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Members using any method that is permissible under Section 706 of the Code and the Treasury Regulations under that Section.

(iii) The Members are aware of the income tax consequences of the allocations made by this Article Eight and agree to be bound by the provisions of this Article Eight in reporting their shares of Company income and loss for income tax purposes.

(iv) The Members intend that the allocation provisions set forth in this Agreement are intended to comply with Section 704(b) of the code and the Treasury Regulations issued under the Section and the provisions are to be interpreted in a manner consistent with those Treasury Regulations.

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

ARTICLE NINE
DISTRIBUTIONS

Net Cash Flow. Except as otherwise provided in Article Fourteen (relating to the dissolution

of the Company), any distribution of the Net Cash Flow during any Fiscal Year shall be made to the Members in proportion to the Percentage Interests.

ARTICLE TEN
BOOKS AND RECORDS

Section 10.1. Books, Records and Financial Statements.

(i) At all times during the continuance of the Company, the Company shall maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent with such principles, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and of the Certificate, shall at all times be maintained at the principal place of business of the Company and shall be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest in the Company.

(ii) The Company, and the Members on behalf of the Company, shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. The Company, and the Members on behalf of the Company, shall prepare and file, or cause to be prepared and filed, all applicable federal and state tax returns.

Section 10.2. Fiscal Year. The accounting, financial, tax, and fiscal year for the Company shall be a calendar year, beginning on January 1 and ending on December 31.

Section 10.3. Accountant. Unless otherwise agreed by all of the Members, the general accountant and auditor of the Company shall be J[redacted]

Section 10.4. Financial Audit. At any time at a Member's sole discretion, the financial statements of the Company may be audited by an independent certified public accountant, selected by such Member, with such audit to be accompanied by a report of such accountant containing its opinion. The cost of such audits will be an expense of the requesting Member. A copy of any such audited financial statements and accountant's report will be made available for inspection by all of the Members.

ARTICLE ELEVEN
TAX MATTERS

Section 11.1. Tax Matters Partner.

(i) L-M Investment Group LLC, is designated as "Tax Matters Partner" of the Company for purposes of Section 6231(a)(7) of the Code. The Tax Matters Partner may not choose a forum for the resolution of tax matters or extend any statute of limitation without the written consent of all of the Members.

(ii) The Tax Matters Partner shall, within ten (10) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail or otherwise deliver a copy of such notice of each Member.

Section 11.2. Taxation as Partnership. The Company shall be treated as a partnership for U.S. federal income tax purposes; or in any other forum as the Company's accountant may advise.

ARTICLE TWELVE
LIABILITY; EXCULPATION; INDEMNIFICATION

Section 12.1. Liability. Except as otherwise provided by the Idaho Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 12.2. Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating to such duties to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties to replace such other duties and liabilities of such Covered Person.

Section 12.3. Outside Dissimilar Businesses. Any Member or Affiliate of a Member may engage in or possess an interest in other business ventures of any nature or description, independently or with others, dissimilar to the business of the Company, and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived from such ventures, and the pursuit of any such venture, even if competitive with the business of the Company, shall not be deemed wrongful or improper.

Section 12.4. Business Opportunities. Every Member or Affiliate of a member shall be obligated to present any particular investment opportunity that may arise or become known to the Company, *but only if* such opportunity is of a character that, if presented to the Company, could be taken by the Company.

12.5 Notwithstanding any other provision of this Agreement, the Members acknowledge that L-M Investment Group LLC and its principal Mark Paljetak also have other business interests that involve their respective time and commitments; and that may provide similar and directly competing services. Correspondingly, notwithstanding any other provision of this Agreement, the Members acknowledge that member [redacted]

ARTICLE THIRTEEN

ASSIGNMENT AND PLEDGE OF INTERESTS

Section 13.1. Assignability of Interests. No Member may assign the whole or any part of its Interest.

Section 13.2. Recognition of Assignment by Company. No assignment or pledge or any Interest, or any part of an Interest, that is in violation of this Article 13 shall be valid or effective, and neither the Company nor the Members shall recognize the same for the purpose of making distributions pursuant to this Agreement. Neither the Company nor the Members shall incur any liability as a result of refusing to make any such distributions to the assignee of any such invalid assignment.

Section 13.3. Pledge. No Member may pledge or otherwise encumber the whole or any part of its Interest.

Section 13.4. Transfers. No member may transfer all, or any portion of, or any rights in, its Interest. The members agree that the restrictions on the transfer of Interests under this provision are fair and reasonable in light of Internal Revenue Code requirements affecting the Company's classification as a partnership for tax purposes.

ARTICLE FOURTEEN
DISSOLUTION, DISASSOCIATION, LIQUIDATION AND TERMINATION

Section 14.1. No Dissolution. The Company shall not be dissolved by the admission of Additional Members or substitute Members in accordance with the terms of this Agreement.

Section 14.2. Events Causing Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

(i) The written consent of all Members;

(ii) The death, incompetency, permanent disability, retirement, expulsion, bankruptcy or dissolution/divorce of a Member or the occurrence of any other event under the Idaho Act that terminates the continued membership of a Member in the Company unless, within thirty (30) days after the occurrence of such an event, all of the remaining Members agree in writing to continue the business of the Company; or

(iii) The entry of a decree of judicial dissolution of the Company under the Idaho Act.

Section 14.3. Retirement and Expulsion.

Section 14.3. Voluntary Retirement. Any member may retire from the Company upon giving one-hundred eighty (180) days' notice, in advance, of such retirement to the other Members. In the event of such retirement, the Member so retiring agrees to transfer and convey to the remaining Members all of his or her Interest, including all accounts that may be due by virtue of his or her services and goodwill, as well as his or her right, title or estate in and to the Company property. The retiring Member shall be entitled to payment from the Company for the value of the Member's Interest on the date of retirement as established by the procedure set forth in Sections 14.5 and 14.6 below.

Section 14.4. Involuntary Expulsion. Any Member may be expelled from membership in the Company with or without cause by an affirmative vote of a two-third majority of the Percentage Interests of the Members of this Company. In the event of such expulsion, the expelled Member shall be entitled to payment from the Company for the value of the Member's Interest on the date of

expulsion as established by the procedure set forth in Sections 14.5 and 14.6 below. In addition thereto, the expelled Member shall be entitled to a severance payment equal to six (6) months' salary from and after the date of expulsion, payable monthly, the salary to be the average monthly salary as shown by the annual statements preceding the date of such expulsion.

Section 14.5. Payment to Disassociated Member.

(i) If any Member shall die, retire, be expelled or withdraw for any reason during the term of the Company, there shall be payable to such Member or to the personal representative of such deceased Member the value of his or her Interest in the Company, which shall be determined by the Company's accountant, whose valuation shall be deemed final.

(ii) Notwithstanding any of the provisions of this Article, there may be paid to a disassociated Member or to the personal representative of the estate of a disassociated Member such sum of money in such installments as a majority in interest of the continuing or surviving members shall deem advisable.

(iii) The amounts payable to a disassociated Member or to the personal representative of a disassociated Member shall be paid by the Company and accepted by the disassociated Member or by the personal representative of the disassociated Member in full, final and complete settlement and satisfaction of all the claims of such disassociated Member against the Company, the surviving or continuing members, and the assets of the Company.

(iv) During the time that payments are being made for disassociation, the disassociated Member, or its successor in interest, shall not be a Member of the Company and shall have no rights as a Member of the Company.

(v) The amount required to be paid to the disassociated Member or to the personal representative of the estate of a disassociated Member pursuant to subsection (i) above shall be paid in sixty (60) substantially equal monthly installments, with the first payment due no later than ninety (90) days following disassociation. The balance due the disassociated Member or to the personal representative of the estate of a disassociated Member shall accrue simple interest from the date of disassociation at the Prime Rate on the date of disassociation, as published in the *Wall Street Journal*, or another reputable publication designated by the Members. Each monthly payment shall include principal and interest. The Company shall have the privilege at any time and from time to time of accelerating the payment of the whole or any part or parts of the unpaid balance prior to the due date at any time without notice or bonus.

Section 14.6. Liquidation. Upon dissolution of the Company, the Members shall carry out the winding up of the Company and shall immediately commence to wind up the Company's affairs; provided, however, that a reasonable time shall be allowed for the orderly liquidation of the assets of the Company and the satisfaction of liabilities to creditors so as to enable the Members to minimize the normal losses attendant upon a liquidation. The Members shall continue to share Profits and Losses during liquidation in the same proportions, as specified in Article 8, as before liquidation. The proceeds of liquidation shall be distributed in the following order and priority:

(i) To creditors of the company, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment); and

(ii) To the Members in accordance with their Capital Account balances, after giving effect to all contributions, distributions and allocations for all periods.

Section 14.7. Termination. The Company shall terminate when all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for in this Article 14 and the Certificate shall have been canceled in the manner required by the Idaho Act.

Section 14.8. Claims of the Members. The Members and former Members shall look solely to the Company's assets for the return of their Capital Contributions, and if the assets of the Company remaining after payment of or due provision for all debts, liabilities and obligations of the Company are insufficient to return such Capital Contributions, the Members and former Members shall have no recourse against the Company or any other Member.

ARTICLE FIFTEEN
MISCELLANEOUS

Section 15.1. Notices. All notices provided for in this Agreement shall be in writing, duly signed by the party giving such notice, and shall be delivered, mailed via an overnight courier service, or mailed by certified mail, as follows:

(i) If given to the Company, at the address of 2399 South Orchard Street, Suite 101, Boise, Idaho 83705;

(ii) If given to any Member, at the address set forth opposite its name on the attached Schedule A, or at such other address as such Member may designate in the future by written notice to the Company.

All such notices shall be deemed to have been given when received.

Section 15.2. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. The rights and remedies are given in addition to any other rights the parties may have by Law or otherwise.

Section 15.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 15.4. Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements and understandings pertaining to the subject matter.

Section 15.5. Governing Law. This Agreement and the rights of the parties shall be interpreted in accordance with the laws of the State of Idaho, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Section 15.6. No Implied Rights or Remedies. Nothing expressed or implied shall be construed to confer upon any Person, except the Members and Managers, any rights or remedies under or by reason of this Agreement.

Section 15.7. Litigation. In the event of a dispute or disagreement regarding performance, execution, interpretation, or any other matter related to the formation or fulfillment of this Agreement:

(i) The laws of the State of Idaho shall govern all matters related to such;

(ii) The District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, shall have exclusive jurisdiction to hear and resolve such;

(iii) Each of the undersigneds and the Company expressly consent to personal jurisdiction and venue in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, and waive any objection to personal jurisdiction or venue that the undersigned might have;

(iv) If any of the undersigneds or the Company seek the services of an attorney regarding such, the prevailing party upon trial, appeal, or other judicial disposition shall be entitled to reimbursement of all reasonable attorney fees, court costs, and litigation expenses incurred in enforcing this Agreement and in collecting on any judgment resulting therefrom, except such fees, costs, and expenses incurred in pursuing an invalid or unenforceable provision of this Agreement;

(v) Any of the undersigneds and the Company can pursue any and all legal and equitable remedies available to a party under Idaho law.

Section 15.8. Advice of Counsel. Each of the undersigneds acknowledge that they have had the opportunity to consult with their respective legal counsel prior to and regarding the formation, execution, and performance of this Agreement.

In witness, the party has executed this Agreement the day and year indicated opposite his signature.

L-M INVESTMENT GROUP, LLC

By _____ 5-21-18
Mark Douglas Paljetak, Manager — Date

_____ 5/21/18
ROBERT OSCAR, SANCHEZ — Date

SCHEDULE A

Member, with Address and Telephone	Initial Capital Contribution	Percentage Ownership Interest
[redacted]		

251

CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY

Title 30, Chapters 21 and 25, Idaho Code

Filing fee: $100 typed, $120 not typed

Complete and submit the application in duplicate.

FILED EFFECTIVE

2017 OCT 10 AM 9:52

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:
   DOBRO LLC
   (Remember to include the words "Limited Liability Company," "Limited Company," or the abbreviations L.L.C., LLC, or LC)

2. The complete street and mailing addresses of the principal office is:
   2399 S. Orchard Street STE 101, Boise, Idaho 83705
   (Street Address)
   PO Box 6626 Boise, Idaho 83707
   (Mailing Address, if different)

3. The name of the registered agent and street address of the registered agent:
   [redacted]
   (Name) (Address cannot be a post office box or postal mail box)

4. The name and address of at least one governor of the limited liability company:
   [redacted]
   (Name) (Address)

   (Name) (Address)

   (Name) (Address)

   (Name) (Address)

5. Mailing address for future correspondence (annual report notices):
   PO Box 6626, Boise, Idaho 83705
   (Address)

Signature of organizer(s).

Signature:

Printed Name: Robert Sanchez

Signature:

Printed Name: Mark Paljetak

Rev. 11/2015

Secretary of State use only

IDAHO SECRETARY OF STATE
10/10/2017 05:00
CK:6507 CT:254783 BH:1606552
1@ 100.00 = 100.00 ORGAN LLC #2

W190204

L-M Investment Group

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-03-2016

Employer Identification Number:
81-2826131

Form: SS-4

Number of this notice: CP 575 B

L-M INVESTMENT GROUP
[redacted]

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-2826131. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065 04/15/2017

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

(IRS USE ONLY) 575B 06-03-2016 L-MI B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is L-MI. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -

Best Time to Call

DATE OF THIS NOTICE: 06-03-2016
EMPLOYER IDENTIFICATION NUMBER: 81-2826131
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

1OPERATING AGREEMENT

OF

L-M INVESTMENT GROUP, LLC

In consideration of the mutual benefits and obligations set forth in this Agreement, the undersigned parties agree as follows:

ARTICLE ONE
DEFINED TERMS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Article One shall, for the purposes of this Agreement, have the following meanings:

"Idaho Act" means the Idaho Uniform Limited Liability Company Act, IDAHO CODE §§ 30-6-101 *et seq.*, as amended or restated from time to time.

"Affiliate" means, with respect to a specified Person, any Person that directly or indirectly controls, is controlled by, or is under common control with, the specified Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

"Agreement" means this Operating Agreement of the Company, as amended, modified, supplemented or restated from time to time.

"Capital Account" means, with respect to any Member, the account maintained for such Member in accordance with the provisions of Section 4.4.

"Capital Contribution" means, with respect to any Member, the aggregate amount of money and the fair market value of any property (other than money) contributed to the Company pursuant to Section 4.1 with respect to such Member's Interest.

"Certificate" means the Certificate of Organization of the Company and any and all amendments to and restatements of the Certificate of Organization filed on behalf of the Company with the office of the Secretary of State of the State of Idaho pursuant to the Idaho Act.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any federal tax statute enacted after the date of this Agreement, as such specific section of corresponding provision is in effect on the date of application of the provisions of this Agreement containing such reference.

"Company" means L-M INVESTMENT GROUP, LLC, the limited liability company formed and continued under and pursuant to the Idaho Act and this Agreement.

"Covered Person" means (i) a Member, (ii) any Affiliate of a Member, (iii) any officers, directors, shareholders, partners, employees, representatives or agents of a Member, or their respective Affiliates, and (iv) any employee or agent of the Company or its Affiliates.

"Fiscal Year" means: (i) the period commencing upon the formation of the Company and ending on December of the year this Agreement is executed; (ii) any subsequent 12-month period commencing on January 1 and ending on December 31; or (iii) any portion of the period described in Clause (ii) of this sentence for which the Company is required to allocate Profits, Losses and other items of Company income, gain, loss or deduction pursuant to Article Eight of this Agreement.

"Interest" means a Member's limited liability company interest in the Company which represents such Member's share of the profits and losses of the Company and a Member's right to receive distributions of the Company's assets in accordance with the provisions of this Agreement and the Idaho Act.

"Majority Vote" means the written approval of, or the affirmative vote by, Members holding a majority of the Percentage Interests.

"Member" means each of the Persons undersigned and includes any Person admitted as an Additional Member or a substitute Member pursuant to the provisions of this Agreement, in such Person's capacity as a member of the Company, and "Members" means two or more of such Persons when acting in their capacities as members of the Company. For purposes of the Idaho Act, the Members shall constitute one class or group of members.

"Net Cash Flow" means, for each Fiscal Year or other period of the Company, the gross cash receipts of the Company from all sources, but excluding any amounts, such as gross receipts taxes, that are held by the Company as a collection agent or in trust for others or that are otherwise not unconditionally available to the Company, less all amounts paid by or for the account of the Company during the same Fiscal Year or other period (including, but not limited to, payments of principal and interest on any Company indebtedness and expenses reimbursed to the Members and minus any amounts determined by the Members to be necessary to provide a reasonable reserve for working-capital needs or any other contingencies of the Company. Net Cash Flow shall be determined in accordance with the cash receipts and disbursements method of accounting and otherwise in accordance with generally accepted accounting principles, consistently applied. Net Cash Flow shall not be reduced by depreciation, amortization, cost recovery deductions, depletion, similar allowances or other noncash items, but shall be increased by any reduction of reserves previously established.

"Percentage Interest" means the Interest of a Member, expressed as a portion of one hundred percent, as shown on the attached Schedule A, which reflects the Member's ownership interest in the Company, as determined by the unanimous written consent of the Members as adjusted from time to time.

"Person" includes any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

"Profits" and "Losses" means, for each Fiscal Year, an amount equal to the Company's taxable income or loss for such Fiscal Year, determined in accordance with Section 703(a) of the Code.

"Tax Matters Partner" has the meaning set forth in Section 11.1.

"Treasury Regulations" means the income tax regulations, including temporary regulations, promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE TWO
FORMATION AND TERM

Section 2.1. Formation.

(i) Mark Paljetak formed the Company as a limited liability company under and pursuant to the provisions of the Idaho Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Idaho Act, except as otherwise provided in this Agreement.

(ii) Upon the execution of this Agreement or a counterpart of this Agreement, the undersigned Persons shall be admitted as Members.

(iii) The name and mailing address of each Member, the agreed value of the contribution to the capital of the Company and the Percentage Interest of each Member shall be listed on the attached Schedule A. The Members shall be required to update Schedule A from time to time as necessary to accurately reflect the information in such schedule. Any amendment or revision to Schedule A made in accordance with this Agreement shall not be deemed an amendment to this Agreement. Any reference in this Agreement to Schedule A shall be deemed to be a reference to Schedule A as amended and in effect from time to time.

(iv) Mark Paljetak, as the Organizer of the Company, and as an authorized person within the meaning of the Idaho Act, was authorized to execute, deliver and file the Certificate.

Section 2.2. Name. The name of the company formed is L-M INVESTMENT GROUP, LLC. The business of the Company may be conducted upon compliance with all applicable Laws under any other name designated by the Members.

Section 2.3. Term. The term of the company shall commence on the date the Certificate is filed in the office of the Secretary of State of the State of Idaho and shall perpetually continue until the Company is dissolved in accordance with the provisions of this Agreement. The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate in the manner required by the Idaho Act.

Section 2.4. Designated Office. The Company's designated office in the State of Idaho shall be located at 5505 Plymouth Street, Boise, Idaho 83706. At any time, the Members may designate another designated office.

Section 2.5. Registered Agent and Office. The Company's registered agent and office in the State of Idaho shall be [redacted] At any time, the Members may designate another registered agent or registered office.

Section 2.6. Principal Place of Business. The principal place of business of the Company shall

be at [redacted] At any time, the Members may change the location of the Company's principal place of business to another location.

ARTICLE THREE
PURPOSE AND POWERS OF THE COMPANY

Section 3.1. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Idaho Act and engaging in any and all activities necessary, convenient, desirable or incidental to the foregoing, including, without limitation; (i) to acquire, hold and dispose of investments, including investments in Affiliates; (ii) to lend money to, borrow money from, act as surety, guarantor or endorser for, provide collateral for, and transact other business with third parties, including Members and Affiliates of the Company; and (iii) to acquire, hold, manage, operate and dispose of interests in real and personal property.

Section 3.2. Powers of the Company.

(i) The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, incidental or convenient to or for the furtherance of the purpose set forth in Section 3.1, including, but not limited to, the power

(a) To conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Idaho Act in any state, territory, district or possession of the United States, or in any foreign country, that may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

(b) To enter into, perform and carry out contracts of any kind, including, but not limited to, contracts with any Member, any Affiliate of the same, or any agent or Affiliate of the Company necessary to, in connection with, convenient to, or incidental to the accomplishment of the purpose of the Company;

(c) To lend money to, borrow money from, act as surety, guarantor or endorser for, and transact other business with third parties including Members and Affiliates of the Company;

(d) To purchase, take, receive, subscribe for or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in or obligations of domestic or foreign corporations, associations, general or limited partnerships (including, but not limited to, the power to be admitted as a partner and to exercise the rights and perform the duties created by such admission), trusts, limited liability companies (including, but not limited to, the power to be admitted as a member or appointed as a manager of a limited liability company and to exercise the rights and perform the duties created by such admission or appointment), or individuals or direct or indirect obligations of the United States or of any government, state, territory, governmental district or municipality or of any instrumentality or any of them;

(e) To lend money for its proper purpose, to invest and reinvest its funds, to take and hold real and personal property for the payment of funds so loaned or invested;

(f) To sue and be sued, complain and defend, and participate in administrative or other proceedings, in its name;

(g) To appoint employees and agents of the company, and define their duties and fix their compensation;

(h) To indemnify any Person in accordance with the Idaho Act and to obtain any and all types of insurance;

(i) To cease its activities and cancel its Certificate;

(j) To negotiate, enter into, renegotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract or security agreement in respect of any assets of the Company;

(k) To borrow money and issue evidences of indebtedness, and to secure the same by a mortgage, pledge or other lien on the assets of the Company;

(l) To make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purpose of the Company.

ARTICLE FOUR
CAPITAL CONTRIBUTIONS; INTERESTS; CAPITAL ACCOUNTS; ADVANCES

Section 4.1. Capital Contributions.

(i) Each Member has contributed or is deemed to have contributed to the capital of the Company the amount set forth opposite the Member's name on the attached Schedule A. The agreed value of the Capital Contributions made or deemed to have been made by each Member shall be set forth on Schedule A.

(ii) No Member shall be required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of all of the Members.

Section 4.2. Member's Interest. A Member's Interest shall for all purposes be personal property. A Member has no interest in specific Company property.

Section 4.3. Status of Capital Contributions.

(i) Except as otherwise provided in this Agreement, the amount of a Member's Capital Contributions may be returned to it, in whole or in part, at any time, but only with the consent of all of the Members. Any such returns of Capital Contributions shall be made to all Members in proportion to their Percentage Interests. Notwithstanding the foregoing, no return of a Member's Capital Contributions shall be made under this Section 4.3 if such distribution would violate applicable law. Under circumstances requiring a return of any Capital Contribution, no Member shall have the right to

demand or receive property other than cash, except as may be specifically provided in this Agreement or as may be specifically agreed to by all of the Members.

(ii) No Member shall receive any interest, salary or drawing with respect to its Capital Contributions or its Capital Account or for services rendered on behalf of the Company or otherwise in its capacity as a Member, except as otherwise specifically provided in this Agreement.

(iii) Except as otherwise provided in this Agreement and by applicable law, the Members shall be liable only to make their capital contributions pursuant to Section 4.1, and no Member shall be required to lend any funds to the Company or, after a Member's Capital contributions have been fully paid pursuant to Section 4.1, to make any additional capital contributions to the Company. No Member shall have any personal liability for the repayment of any Capital contribution of any other Member.

Section 4.4. Capital Accounts.

(i) An individual Capital Account shall be established and maintained for each Member.

(ii) The Capital Account of each Member shall be maintained in accordance with the following provisions:

(a) To such Member's Capital Account there shall be credited such Member's Capital Contributions (consisting of cash or the fair market value of any property net of any liabilities secured by such contributed property that the Company is considered to assume or take subject to under Section 752 of the Code); such Member's distributive share of Profits; and such Member's distributive share of other items of income, gain or credits; and

(b) To such Member's Capital Account there shall be debited the amount of cash and the fair market value of property distributed by the company to such Member (net of liabilities secured by such distributed property which the Member is considered to assume or take subject to under Section 752 of the Code); such Member's distributive share of Losses; and such Member's distributive share of other items of loss or deduction.

ARTICLE FIVE
MEMBERS

Section 5.1. Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement or by the Idaho Act. Except as provided in this Agreement, the Members shall have no power to bind the Company.

Section 5.2. Partition. Each Member waives any and all rights that it may have to maintain an action for partition of the Company's property.

Section 5.3. Meeting of Members.

(i) Meetings of the Members may be called at any time by any Member. Notice of any meeting shall be given to all Members not less than ten (10) days nor more than thirty (30) days prior to

the date of such meeting. Each Member may authorize any Person to act for it by proxy on all matters in which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at a meeting. Every proxy must be signed by the Member or its attorney-in-fact.

(ii) Unless otherwise agreed by all of the Members. all meetings of Members shall take place at the principal place of business of the Company.

(iii) The holders of a majority of the Percentage Interests issued and outstanding and entitled to vote at the meeting, present in person or represented by proxy. shall constitute a quorum at all meetings of the Members for the transaction of business except as otherwise provided by this Agreement. If. however. such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote at the meeting, present in person or represented by proxy, shall have power to adjourn the meeting from time to time. without notice other than announcement at the meeting. until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. If the adjournment is for more than ten (10) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member.

(iv) Unless otherwise provided in this Agreement, each Member shall at every meeting of the Members be entitled to vote in person or by proxy, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period.

(v) The Company may take any action contemplated by this Agreement as approved by the unanimous written consent of the Members.

ARTICLE SIX
MANAGEMENT

Section 6.1. Management by Manager(s). The management of the Limited Liability Company shall be vested in its Manager(s) who shall each be elected by the Members. by majority vote annually. The first Manager for the Company's first year of operation shall be Mark Paljetak.

6.2 Manager(s). Manager(s) shall be the chief executive officer(s) of the Company responsible for the general overall day to day supervision of the business and affairs of the Company. They shall. when present. preside at all meetings of Members. The Members and Managers may sign, on behalf of the Company, such deeds, mortgages, bonds. contracts or other instruments which have been appropriately authorized to be executed by the Members. except in cases where the signing or execution thereof shall be expressly delegated by the Members or by this Operating Agreement or by statute to some other officer or agent of the Company; and. in general, they shall perform all duties as may be prescribed by the Members from time to time.

6.2.1 Duties. The specific authority and responsibility of the Manager(s) shall also include the following:

(1) The Manager(s) shall effectuate this Operating Agreement and the Regulations and

decisions of the Members;

(2) The Manager(s) shall direct and supervise the operations of the Company on a day to day basis;

(3) The Manager(s), within such parameters as may be set by the Members, shall establish such charges for services and products of the Company as may be necessary to provide adequate income for the efficient operation of the Company;

(4) The Manager(s), within the budget established by the Members, shall set and adjust wages and rates of pay for all personnel of the Company, and shall appoint, hire and dismiss all personnel and regulate their hours of work.

(5) The Manager(s) shall keep the Members advised in all matters pertaining to the operation of the Company, services rendered, operating income and expense, financial position, and, to this end, shall prepare and submit a report to the Members at each regular meeting and at other times as may be directed by the Members.

6.2.2 Election and Tenure. The Manager(s) shall be elected annually by the Members at the annual meeting.

6.2.3 Resignations and Removal. Any Manager(s) may resign at any time by giving written notice to the Members, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any Manager may be removed at any time by the Members with cause, or by the Members with or without cause.

6.2.4 Vacancies. A vacancy in a Manager position may be filled for the unexpired portion of the term by vote of the Directing Members.

6.2.5 Salaries. The salaries or other compensation structure of the Manager(s) of the Company shall be fixed from time to time by 62.5% of the holders of a majority of the Percentage Interests and no Members shall be prevented from receiving such salary by reason of the fact that he is also a Member of the Company.

Section 6.3. Reliance by Third Parties. Any Person dealing with the Company or any Member may rely upon a certificate signed by any Member as to: (i) the identity of a Member; (ii) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by the Members or in any other manner germane to the affairs of the Company; (iii) the Persons who are authorized to execute and deliver any instrument or document of, or on behalf of, the Company; or (iv) any act or failure to act by the Company or as to any other matter whatsoever involving the Company or any Member.

Section 6.4. Statement of Authority. Under the Idaho Act, and upon approval of a majority of the Percentage Interests of the Company, the Company may file with the Idaho Secretary of State a Statement of Authority specifying the actual authority of the Members of the Company relative to executing instruments and binding the Company to transactions.

Section 6.5. Committees. The Members may, by resolution, designate one or more committees.

each committee to consist of one or more of the Members of the Company. The Members may designate one or more Members as alternate members of any committee, who may replace any absent or disqualified Member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another Member to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Members, shall have and may exercise all the powers and authority of the Members in the management of the business and affairs of the Company, but no such committee shall have the power or authority to take any of the actions described in Section 6.6 of this Agreement unless authorized in writing by each Member. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Members. Each committee shall keep regular minutes of its meetings and report the same to the Members when required.

Section 6.6. Actions Requiring Unanimous Approval of the Members. Notwithstanding any other provision of this Agreement to the contrary, no Member shall take any of the following actions on behalf of the Company unless authorized to do so unanimously by the Members:

(i) The sale, exchange or other disposition of any of the assets of the Company except for sales in the ordinary course of business;

(ii) The commencement of a voluntary proceeding seeking reorganization or other relief with respect to the Company under any bankruptcy or other similar law or seeking the appointment of a trustee, receiver, custodian or other similar official of the Company or any substantial part of its property, or the making by the Company of general assignment for the benefit of creditors;

(iii) The declaration or making of any distributions to Members;

(iv) The entering into by the Company of any joint venture, partnership, subcontracting, license, sub-license, manufacturing, marketing, distribution or other similar arrangement with any Person;

(v) The entering into by the Company of any agreement, facility, commitment, guaranty, instrument or other undertaking providing for, or relating to, the incurrence of any indebtedness by the Company;

(vi) The formation or organization of any subsidiary of the company and the appointment of directors of (or persons with comparable authority with respect to) any such subsidiary;

(vii) The issuance, sale, acquisition or repurchase by the Company of any Interest or other equity interest (or option, warrant, conversion or similar right with respect to any equity interest) in or of the Company;

(viii) The commitment to any material capital expenditure by the Company in any Fiscal Year of the Company;

(ix) The adoption of a business plan and annual operating budget for the Company (or any updates to the plan or budget);

(x) The entering into, amendment or termination of employment contracts with Members or their respective Affiliates;

(xi) The appointment or change of the independent auditors or deposit banks or the Company;

(xii) The acquisition or lease by the Company of any real property, or any sale, lease or sublease of, or similar arrangement affecting, any real property owned or leased by the Company;

(xiii) The entering into, amendment, modification, renewal (or election not to renew), waiver or termination by the Company of any financing document;

(xiv) The incurring or assumption of any material liability or obligation, whether contractually or otherwise, by the Company; and

(xv) The acquisition or lease by the Company of any real property.

Section 6.7. Company Attorney. Unless otherwise agreed by all of the Members, the general counsel and attorney at law of the Company shall be David Hammerquist, who is currently located at [redacted] The Members all recognize and acknowledge that said attorney is the attorney for the Company and not for any one Member individually.

ARTICLE SEVEN
AMENDMENTS

Any amendment to this Agreement shall be adopted and be effective as an amendment to the Agreement if it receives the affirmative vote of all of the Members, provided that such amendment be in writing and executed by all of the Members. This Agreement may not be amended, in whole or in part, orally, impliedly or by a course of dealing or conduct.

ARTICLE EIGHT
ALLOCATIONS

Section 8.1. Profits and Losses.

(i) Subject to the allocation rules of Section 8.2, Profits for any fiscal Year shall be allocated among the Members in proportion to the Percentage Interests.

Section 8.2. Allocation Rules.

(i) For purposes of determining the Profits, Losses or any other items allocable for any period, Profits, Losses and any such other items shall be determined on a daily, monthly or other basis, as determined by the Members using any method that is permissible under Section 706 of the Code and

the Treasury Regulations under that Section.

(ii) The Members are aware of the income tax consequences of the allocations made by this Article Eight and agree to be bound by the provisions of this Article Eight in reporting their shares of Company income and loss for income tax purposes.

(iii) The Members intend that the allocation provisions set forth in this Agreement are intended to comply with Section 704(b) of the code and the Treasury Regulations issued under the Section and the provisions are to be interpreted in a manner consistent with those Treasury Regulations.

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

ARTICLE NINE
DISTRIBUTIONS

Net Cash Flow. Except as otherwise provided in Article Fifteen (relating to the dissolution of the Company), any distribution of the Net Cash Flow during any Fiscal Year shall be made to the Members in proportion to the Percentage Interests.

ARTICLE TEN
BOOKS AND RECORDS

Section 10.1. Books, Records and Financial Statements.

(i) At all times during the continuance of the Company, the Company shall maintain, at its principal place of business, separate books of account for the Company that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Company business in accordance with generally accepted accounting principles consistently applied, and, to the extent inconsistent with such principles, in accordance with this Agreement. Such books of account, together with a copy of this Agreement and of the Certificate, shall at all times be maintained at the principal place of business of the Company and shall be open to inspection and examination at reasonable times by each Member and its duly authorized representative for any purpose reasonably related to such Member's interest in the Company.

(ii) The Company, and the Members on behalf of the Company, shall prepare and maintain, or cause to be prepared and maintained, the books of account of the Company. The Company, and the Members on behalf of the Company, shall prepare and file, or cause to be prepared and filed, all applicable federal and state tax returns.

Section 10.2. Fiscal Year. The accounting, financial, tax, and fiscal year for the Company shall be a calendar year, beginning on January 1 and ending on December 31.

Section 10.3. Financial Institution. The financial institution for the maintenance of deposit and

drawing accounts of the Company shall be Chase Bank, located at 5120 Franklin Rd, Boise, ID 83705, telephone (208) 342-0321, until otherwise modified or changed by a Majority Vote.

Section 10.4. Accountant. Unless otherwise agreed by all of the Members, the general accountant and auditor of the Company shall be Jerry Tarter of Tarter and Associates located at 1010 S. Orchard Street, Boise, Idaho, telephone (208) 336-9449.

Section 10.5. Financial Audit. At any time at a Member's sole discretion, the financial statements of the Company may be audited by an independent certified public accountant, selected by such Member, with such audit to be accompanied by a report of such accountant containing its opinion. The cost of such audits will be an expense of the requesting Member. A copy of any such audited financial statements and accountant's report will be made available for inspection by all of the Members.

ARTICLE ELEVEN
TAX MATTERS

Section 11.1. Tax Matters Partner.

(i) Mark Paljetak, is designated as "Tax Matters Partner" of the Company for purposes of Section 6231(a)(7) of the Code. The Tax Matters Partner may not choose a forum for the resolution of tax matters or extend any statute of limitation without the written consent of all of the Members.

(ii) The Tax Matters Partner shall, within ten (10) days of the receipt of any notice from the Internal Revenue Service in any administrative proceeding at the Company level relating to the determination of any Company item of income, gain, loss, deduction or credit, mail or otherwise deliver a copy of such notice of each Member.

Section 11.2. Taxation as Partnership. The Company shall be treated as a partnership for U.S. federal income tax purposes.

ARTICLE TWELVE
LIABILITY; EXCULPATION; INDEMNIFICATION

Section 12.1. Liability. Except as otherwise provided by the Idaho Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 12.2. Fiduciary Duty. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating to such duties to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any Member for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties to replace such other duties and liabilities of such Covered Person.

Section 12.3. Outside Dissimilar Businesses. Any Member or Affiliate of a Member may engage in or possess an interest in other business ventures of any nature or description, independently or with others, dissimilar to the business of the Company. and the Company and the Members shall have no rights by virtue of this Agreement in and to such independent ventures or the income or profits derived from such ventures, and the pursuit of any such venture, even if competitive with the business of the Company. shall not be deemed wrongful or improper.

Section 12.4. Business Opportunities. Every Member or Affiliate of a member shall be obligated to present any particular investment opportunity that may arise or become known to the Company, *but only if* such opportunity is of a character that, if presented to the Company, could be taken by the Company. The Members acknowledge that Mark Paljetak also has other business interests that involve his time and commitments.

ARTICLE FOURTEEN
ASSIGNMENT AND PLEDGE OF INTERESTS

Section 14.1. Assignability of Interests. No Member may assign the whole or any part of its Interest.

Section 14.2. Recognition of Assignment by Company. No assignment or pledge or any Interest. or any part of an Interest. that is in violation of this Article 14 shall be valid or effective. and neither the Company nor the Members shall recognize the same for the purpose of making distributions pursuant to this Agreement. Neither the Company nor the Members shall incur any liability as a result of refusing to make any such distributions to the assignee of any such invalid assignment.

Section 14.3. Pledge. No Member may pledge or otherwise encumber the whole or any part of its Interest.

Section 14.4. Transfers. No member may transfer all. or any portion of. or any rights in, its Interest. The members agree that the restrictions on the transfer of Interests under this provision are fair and reasonable in light of Internal Revenue Code requirements affecting the Company's classification as a partnership for tax purposes.

ARTICLE SIXTEEN
MISCELLANEOUS

Section 16.1. Notices. All notices provided for in this Agreement shall be in writing. duly signed by the party giving such notice. and shall be delivered, mailed via an overnight courier service, or mailed by certified mail. as follows:

(i) If given to the Company. at the address specified in Section 2.6 of this Agreement;

(ii) If given to any Member. at the address set forth opposite its name on the attached Schedule A. or at such other address as such Member may designate in the future by written notice to the Company.

All such notices shall be deemed to have been given when received.

Section 16.2. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. The rights and remedies are given in addition to any other rights the parties may have by Law or otherwise.

Section 16.3. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

Section 16.4. Integration. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements and understandings pertaining to the subject matter.

Section 16.5. Governing Law. This Agreement and the rights of the parties shall be interpreted in accordance with the laws of the State of Idaho, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

Section 16.6. No Implied Rights or Remedies. Nothing expressed or implied shall be construed to confer upon any Person, except the Members and Managers, any rights or remedies under or by reason of this Agreement.

Section 16.7. Litigation. In the event of a dispute or disagreement regarding performance, execution, interpretation, or any other matter related to the formation or fulfillment of this Agreement:

(i) The laws of the State of Idaho shall govern all matters related to such;

(ii) The District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, shall have exclusive jurisdiction to hear and resolve such;

(iii) Each of the undersigneds and the Company expressly consent to personal jurisdiction and venue in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, and waive any objection to personal jurisdiction or venue that the undersigned might have;

(iv) If any of the undersigneds or the Company seek the services of an attorney regarding such, the prevailing party upon trial, appeal, or other judicial disposition shall be entitled to reimbursement of all reasonable attorney fees, court costs, and litigation expenses incurred in enforcing this Agreement and in collecting on any judgment resulting therefrom, except such fees, costs, and expenses incurred in pursuing an invalid or unenforceable provision of this Agreement;

(v) Any of the undersigneds and the Company can pursue any and all legal and equitable remedies available to a party under Idaho law.

Section 16.8. Advice of Counsel. Each of the undersigneds acknowledge that they have had the opportunity to consult with their respective legal counsel prior to and regarding the formation, execution, and performance of this Agreement.

In witness, the party has executed this Agreement the day and year indicated opposite his signature.

MARK PALJETAK

8-22-16
Date

MARK PALJETAK, MANAGER

8-22-16
Date

SCHEDULE A

Member, with Address and Telephone	Initial Capital Contribution	Percentage Ownership Interest
[redacted]		

Canyon County Development Services
111 N. 11th Ave. Room 140, Caldwell, ID 83605
(208) 454-7458

Building Division Email: buildinginfo@canyonco.org **Planning Division Email:** zoninginfo@canyonco.org

Receipt Number: 76224 Date: 9/14/2022

Date Created: 9/14/2022 **Receipt Type:** Normal Receipt **Status:** Active
Customer's Name: Randy Reams
Comments:

CHARGES

Item Being Paid For:	Application Number:	Amount Paid:	Prevs Pymnts:	Unpaid Amnt:
Planning - Conditional Use Permit	CU2022-0041	$950.00	$0.00	$0.00

Sub Total: $950.00
Sales Tax: $0.00
Total Charges: $950.00

PAYMENTS

Type of Payment:	Check/Ref Number:	Amount:
Credit Card	120965608	$950.00

Total Payments: $950.00

ADJUSTMENTS

Receipt Balance: $0.00

Issued By: Jalmeida