

**OPERATING AGREEMENT**  
*for*  
**POWELLIN' AROUND, LLC**

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**OPERATING AGREEMENT**  
*for*  
**POWELLIN' AROUND, LLC**

**THIS OPERATING AGREEMENT** (the “**Agreement**”) is made effective and entered into as of the 2<sup>nd</sup> day of August 2016 (the “**Effective Date**”), by each Person listed on Exhibit “A” of this Agreement attached hereto and by reference made a part hereof and each Person who may hereafter be admitted to the Utah limited liability company of POWELLIN' AROUND, LLC (referred to as the “**Members**” or “**Parties**” and individually as a “**Member**” or “**Party**”).

**R E C I T A L S:**

WHEREAS, the Members desire to enter into an operating agreement setting forth their rights, obligations, rules and procedures relating to the governance, operation and dissolution of the Company under the Act; and

WHEREAS, the Members have formed a limited liability company pursuant to the provisions of the Act, which organizational expenses will be paid or reimbursed by the Company; and

WHEREAS, the Company will not be a general partnership, a limited partnership, or a joint venture, and no Member will be considered a partner or joint venturer of or with any other Member, for any purposes other than for federal and state tax purposes, and this Agreement will not be construed otherwise; and

WHEREAS, the Members will execute further documents and take further action as is appropriate to comply with the requirements of law for the formation or operation of a limited liability company in all states and counties where the Company conducts its business; and

WHEREAS, in addition to this Agreement, the Parties understand they are and will be bound by the Certificate of Organization and duly authorized amendments, if any.

NOW THEREFORE, in consideration of the mutual and reciprocal covenants, promises, recitals, terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, the Parties hereby agree as follows:

## THE AGREEMENT

### ARTICLE 1 – DEFINITIONS

- 1.1 Act means the Utah Revised Uniform Limited Liability Company Act as amended from time to time.
- 1.2 Agreement means this Operating Agreement, including any amendments, supplements, or modifications thereto.
- 1.3 Certificate of Organization or Certificate means the Company's Certificate of Organization duly filed with the Utah Division of Corporations.
- 1.4 Available Funds means the Company's gross cash receipts derived from any source whatsoever, less the Company's expenditures, including but not limited to, sales taxes, prime costs, operating costs, royalty payments, management fees, debt service and/or lease costs and employee incentive bonuses, if any, and less the amount that the Managers determine the Company should retain to fulfill its business purposes.
- 1.5 Capital Account of a Member means the capital account maintained for the Member in accordance with Article 3.
- 1.6 Capital Contribution means any contribution to the capital of the Company whenever or however made.
- 1.7 Code means the Internal Revenue Code of 1986, as amended from time to time. All references herein to sections of the Code will include any corresponding provision or provisions of succeeding law.
- 1.8 Company means POWELLIN' AROUND, LLC, a Utah limited liability company.
- 1.9 Disposition or Dispose means any sale, assignment, conveyance, exchange, mortgage, pledge, grant, hypothecation, or other Transfer, absolute or as security or encumbrance (including dispositions by operation of law).
- 1.10 Expelled Member means a Member following the occurrence of an expulsion event with respect to that Member.
- 1.11 Fiscal Year means the Company's taxable year, which will be the calendar year except as otherwise required by law.
- 1.12 Majority Vote and Super-Majority Vote of the Members. A Majority Vote of the Members means an affirmative vote of the Members holding more than fifty percent (>50%) of the Units. A "Super-Majority Vote" of the Members is an affirmative vote of the Members holding sixty-seven percent (67%) or more of the Members' Units.

- 1.13 Majority Vote of the Managers means an affirmative vote by a majority of the Managers, and the term “Super-Majority Vote” means an affirmative vote of two-thirds (2/3) or more of the Managers.
- 1.14 Manager means a Person who is vested with authority to manage the Company as more fully set forth in Article 7 below. The term “Managers,” will mean “Manager” if there is only one Manager of the Company.
- 1.15 Membership or Member means a Person that: 1) has Ownership Interest in the Company; and 2) has certain rights and duties associated with the Company, including voting, which rights and duties are further defined in this Agreement. No Person may become a Member of the Company unless:
- 1.15.1 the Member’s review the prospective member’s boating resume and other information as reasonably required by the Members;
- 1.15.2 the Member’s approve the prospective member by a Majority Vote; and
- 1.15.3 the prospective member signs this Agreement.
- 1.16 Operating Agreement or Agreement means this Operating Agreement.
- 1.17 Ownership Interest means the amount of interest a Person has in the Company based on the number of Units owned by that Person. Having Ownership Interest in the Company does not by itself make a Person a Member of the Company. A Person must first comply with the requirements for Membership as set forth in this Agreement.
- 1.18 Person means an individual, trust, corporation, partnership, limited liability company, or other legal entity. However, to operate the houseboat, the Member must be a natural person with valid photo ID.
- 1.19 Regulations mean the Income Tax Treasury Regulations promulgated under the Code as in effect and amended from time to time (including corresponding provisions of succeeding Regulations).
- 1.20 Transfer means, when used as a noun, any voluntary or involuntary sale, assignment, gift, or other Disposition, and, when used as a verb, voluntarily or involuntarily to sell, assign, gift, Dispose, or otherwise Transfer.
- 1.21 Transferee means a Person who acquires Ownership Interest by Transfer from a Member or another Transferee and is not admitted as a Member in accordance with this Agreement. Transferees not granted Membership status will not have rights of a Member but will only receive the economic rights in his or her allocable share of taxable income, gain, loss, deduction, and credit based on his or her Ownership Interest as an Interest Holder.
- 1.22 Unit means a right, subject to the terms and conditions of this Agreement and the Use Agreement, to use the houseboat for the week associated with the Member’s Unit (as

provided in Exhibit A.2 below) and the economic interest in the Company acquired by a Member or Unit Holder representing the economic rights of a Member or Interest Holder and the Member's or Interest Holder's permitted assignees and successors to share in distributions of cash and other property from the Company pursuant to the Act and this Agreement, together with the Member's or Interest Holder's distributive share of the Company's Profits and Losses.

- 1.23 Unit Holder or Interest Holder means a Person who owns Ownership Interest in the Company but who is not a Member, and/or, except as otherwise provided herein, a Member who becomes a Withdrawn Member.
- 1.24 Withdrawal Event means: 1) a Member ceasing to be a Member of the Company for any reason pursuant to Section 602 of the Act unless the continuing Members elect not to treat such event as a Withdrawal Event; 2) the Member voluntarily withdrawals, or 3) the Transfer or attempted Transfer of any Ownership Interest in violation of this Agreement.
- 1.25 Withdrawn Member means a Member following the occurrence of a Withdrawal Event with respect to that Member.



## ARTICLE 2 – Company Terms

- 2.1 Purpose. The purpose of the Company will be to own a houseboat on Lake Powell, UT and manage a fractional ownership group for that houseboat, and otherwise to transact any lawful business as may be authorized under the Act. The Company is not organized and shall not be operated for financial gain or profit.
- 2.2 Initial Term. The Company will continue until dissolved in accordance with this Agreement or the Act.
- 2.3 Name. The name of the Company is Powellin' Around, LLC.
- 2.4 Principal Place of Business. The location of the principal place of business of the Company will be 15910 NE 6<sup>th</sup> Street, Bellevue, Washington 98008 or at such other place as determined by the Managers. The Company will keep all the records required by the Act at such location.
- 2.5 Registered Office and Registered Agent. The location of the registered office of the Company will be American Plaza II 57 West 200 South, Suite 350, Salt Lake City, Utah 84101, and the Company's registered agent will be Executive Management Services, LLC, or as the Managers otherwise designate.
- 2.6 Company Classification. The Members intend that the Company always be operated as a not-for-profit entity. The Members intend that the Company always be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. The Members also intend that the Company not be operated or treated as a "partnership" for purposes of Section 303 of the Federal Bankruptcy Code. The Members may not take any action inconsistent with the express intent of the Parties to this Agreement. The Company is not a "partnership" for purposes of the Utah General and Limited Liability Partnerships (Utah Code Ann. Section 48-1-1 *et seq*), or the Utah Revised Uniform Limited Partnership Act (Utah Code Ann. Section 48-2a-101 *et seq*), or the Utah Uniform Limited Partnership Act (Utah Code Ann.), and the Members are not partners for the purposes of these provisions.

### ARTICLE 3 – Capital Accounts

- 3.1 Capital Contributions. The Members have made Capital Contributions to the Company in cash, property, and/or services or will provide services or later contributions to the Company as provided in this Agreement. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account and no withdrawals of the Company's capital other than distributions will be permitted.
- 3.2 Assessments. Members will be required to contribute additional capital (an "**Assessment**") to the Company as the Members determine for reasons including but not limited to maintenance, improvements, repair, and insurance costs. Yearly Dues do not count as an Assessment. Any Assessment will be in addition to yearly dues.
- 3.2.1 Should the Managers determine the need for an Assessment, that Assessment will be proposed to the Members for a vote. If approved, the Assessment will be made by the Members pro rata based on the number of units each Member owns. The Assessment must be paid within thirty (30) days of the Members resolving that an Assessment should be made ("**Due Date**").
- 3.2.2 If a Member fails to pay all or any portion of an Assessment by the Due Date (a "Defaulting Member"), the Member's Unit or Units will be sold by the Company to a third party or will be auctioned to the Members then-in good standing. Good standing will mean including but not limited to compliance with all the terms of this Agreement and the Use Agreement, paying in full all Assessments and yearly dues, and all amounts due or owing under this Agreement or the Use Agreement ("**Good Standing**"). The Members' obligation to pay an Assessment will not be enforceable against the personal assets of the Members, and the Company may not assign the Members' obligation to pay an Assessment to any creditor or other third party.
- 3.3 No Right to Return of Capital Contributions. A Member may withdraw from the Company as provided in Section 8.5, but no Member will be entitled to the return of any part of his or her Capital Contributions, unless otherwise determined by the Members.
- 3.4 Adjustments to Capital Accounts. The Capital Accounts of all Members will be adjusted in accordance with the Regulations.
- 3.5 No Interest Paid. No Member will receive any interest on his or her capital contributions or Ownership Interest.
- 3.6 Loans. Any loan to the Company must be approved by the Members. The terms and conditions of the loan must be in writing and signed by the Company. A Member's loan to the Company will not be added to his or her Capital Account or Capital Contributions.
- 3.7 Yearly Dues. All Members will pay yearly dues, except Pounds Group LLC. Yearly dues are one thousand eight hundred dollars (\$1,800) per Unit of ownership. A Member's

payment of yearly dues will not be added to his or her Capital Account or Capital Contributions. The Members may alter the amount of yearly dues by a Super-Majority Vote in favor of any such adjustment. However, the Member's agree that Pounds Group LLC will not pay any yearly dues on the Units it owns. While Pounds Group LLC, owns Units, Brent Pounds, and his successors and assigns, agrees to pay the difference between the yearly dues owed by the Members, and the yearly maintenance and storage cost for the Houseboat, but not to exceed \$23,000. Any planned maintenance, repairs, fees, expenses, etc. that exceed \$23,000 will be shared among all the Member's pro rata.

- 3.8 “Book Up” Adjustments to Capital Accounts. In accordance with the provisions of Treas. Reg. Sec. 1.704-1(b)(2)(iv)(f) if, after the initial capital is contributed pursuant to Section 3.1, money or property in other than a de minimis amount is contributed to the Company, or services in other than a de minimis amount are performed for the Company, in exchange for Ownership Interest, the Capital Accounts of the Members and value of all the Company's property (determined immediately prior to such issuance) will be adjusted or “booked up” or “booked down” as the case may be to reflect the unrealized gain or unrealized loss attributable to each such Company property as if such unrealized gain or unrealized loss had been recognized on a sale of each such item of Company property immediately prior to such issuance and had been allocated to the Members in accordance with Article 3. In determining the unrealized gain or unrealized loss, the fair market value of Company property will be as determined by the Managers.
- 3.9 Inclusion of Interest Holder. For purposes of this Article 3, the term “Member” will include an Interest Holder, except as otherwise provided herein.

## **ARTICLE 4 – Ownership Interest**

- 4.1 The Members and Ownership Interest The name of each Member and their respective Ownership Interests are listed on Exhibit “A,” attached hereto and by reference made a part hereof, as updated from time to time.
- 4.1.1 Units. The Company has authorized eighteen (18) Units; no further units may be authorized or allocated. The number of Units allocated to each Member is listed on Exhibit “A.” Each Unit is associated with a Week of reserved use, and each Member will be permitted to use its reserved week, unless such Member is in default of the Use Agreement, or this Agreement including failure to pay any assessments, yearly dues, or other amounts due to the Company and such Unit will become a delinquent unit (“Delinquent Unit”). The Company may offer the weeks associated with any Delinquent Unit to other Members. A Member may use any Delinquent Unit by giving the Company notice of his or her intent to use the Delinquent Unit and paying the standard rates for off season use of the vessel.
- 4.2 Ownership Certificates. In the discretion of the Members, Ownership Interest may be represented by certificates.
- 4.3 No Third Party Rights. Nothing contained in this Agreement is intended or will be deemed to benefit any creditor of the Company, nor will any creditor of the Company be entitled to require the Managers to solicit or demand Capital Contributions from any Member or Interest Holder.
- 4.4 No Encumbrances. No Member may pledge, lien or otherwise encumber its Ownership Interest for any purpose, unless approved by the Managers.
- 4.5 Inclusion of Interest Holder. For purposes of this Article 4, the term “Member” will include an Interest Holder, except as otherwise provided herein.

## **ARTICLE 5 – Distributions**

5.1 Distributions. The Company will not distribute any Funds to the Members.

## ARTICLE 6 – Management and Operations

- 6.1 Managers. The Company will be managed by its Managers, which must be Members of the Company. It is anticipated that the Company will have three (3) Managers. The name, address and specific duties of the Managers are listed on Exhibit “B” of this Agreement. The Managers will have full, exclusive and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, including signatory powers, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company’s business, except for matters that are reserved solely to the Members as set forth in this Agreement. In addition to these general duties and powers, each of the three (3) Managers are responsible for specific duties as provided on Exhibit “B.” If the Company has less than three (3) Managers, the then serving Managers will be responsible to fulfill all these duties, as determined by the then-serving Managers.
- 6.2 Term, Election, and Removal of a Manager. Managers will serve for one (1) year from the date of election. Each year the Members, in Good Standing, will vote to reelect the current manager, or to elect a new manager. A Manager may be removed before his or her term ends if a Super-Majority Vote of the Members vote in favor of the Manager’s removal. If a Manager is removed before the end of his or her term, the Members will immediately vote to elect a replacement manager.
- 6.3 Managers’ Power and Limitations to Bind the Company. Decisions made by the Manager, whether or not taken with the prior Approval of the Members, are binding on the Company and the Members, except that the Managers are required to obtain a Majority approval from the Members to:
- 6.3.1 Approve the Annual Budget;
  - 6.3.2 Authorize any upgrades, improvements, or modifications to the houseboat;
  - 6.3.3 Lend any Company funds;
  - 6.3.4 Transfer, pledge, or compromise any debts due to the Company, except on full payment and except for debts under five thousand dollars (\$5,000);
  - 6.3.5 Take any action that may require the Company to pay more than five thousand dollars (\$5,000);
  - 6.3.6 Sell or otherwise dispose of any Company asset with a fair market value of one thousand dollars (\$1,000) or more.
  - 6.3.7 Enter into any agreement for profit sharing or joint venture with any person or entity.
  - 6.3.8 Borrow money for the Company’s business;

- 6.3.9 Enter promissory notes and other debt instruments (negotiable or nonnegotiable), which are secured by an encumbrance on all or any part of the Company's assets;
  - 6.3.10 Engage in any other means of financing in excess of one thousand dollars (\$1,000);
  - 6.3.11 Hire any full time employee of the Company;
  - 6.3.12 Expel a Member;
  - 6.3.13 Sue and be sued, complain and defend in the Company name of and on its behalf;
  - 6.3.14 Quit claim, release or abandon any Company assets with or without consideration;
  - 6.3.15 Amend the Articles of Organization or the Operating Agreement, except to make ministerial amendments, such as address changes, or amendments made to reflect actions taken with the requisite approval.
  - 6.3.16 Allow the Company to participate in or be a party to any conversion, recapitalization, acquisition, restructuring, or merger.
- 6.4 Decisions by the Managers. Unless otherwise stated in this Agreement, all decisions of the Managers will be made by Majority Vote of the Managers, each Manager being entitled to one vote. When this Agreement refers to a decision made by the "Company" or "at the discretion of the Company" it will mean a decision by a Majority Vote of the Managers.
- 6.5 Management Meetings. Managers will be able to discuss and approve Company business informally, and may, at their discretion, call and hold formal management meetings. Management meetings will be held in a location as agreed by the Managers.
- 6.6 Notice of Meetings. Notice of meetings will be given to each Manager at least fourteen (14) days prior to the meeting. A Super-Majority of the Managers must be present for a valid meeting to be held, and if not, the meeting will be adjourned to a new place and time with notice of the adjourned meeting given to all Managers. Managers may attend a meeting by phone, video conference or other means of communication by which all persons attending the meeting can hear each other. Any Manager may call a meeting, but the Manager must give notice as provided in this Section.

- 6.7 Action without a Meeting. Any action that may be taken as a result of a duly held meeting of the Managers may be taken without a meeting if a consent, set forth in writing, of the action(s) to be taken is signed by the required number of Managers to take an action, as the case may be with the same force and effect as if the same had been approved by the required vote of the Managers at a duly called meeting of the Managers. The consents will be filed with the records of the Company. Action taken by consent is effective when the last needed Manager signs the consent, unless the consent specifies a different effective date. The consents will be filed with the records of the Company. A signed consent has the effect of a meeting vote and may be described as such in any document.
- 6.8 Deadlock. If a deadlock exists between the Managers, a Super-Majority Vote of the Members approving or disapproving the matter will be the tiebreak vote. However, if for any reason the Member vote results in a deadlock, then the matter will be resolved by Arbitration as provided in Section 16.12.
- 6.9 Compensation of the Managers. The Company will compensate Managers for their service. The compensation will be the lower of (a) one half (1/2) the Manager's annual dues or (b) nine hundred dollars (\$900). The Members may change the compensation by a Super-Majority vote in favor of the change.
- 6.10 Insurance. The Managers will obtain damage and liability insurance as they deem appropriate to protect the houseboat, and will provide copies of the coverage and conditions to Members.
- 6.11 Maintenance. Managers will attempt to schedule all maintenance during times other than those associated with a Member's Unit. However, the Managers may remove the houseboat from service at anytime to complete maintenance. If the Managers remove the houseboat from service during the entire week associated with a Member's Unit, the Managers will refund such Member its Yearly Dues only. Yearly Dues will not be refunded if only a portion of the week associated with a Member's Unit is affected by maintenance.
- 6.12 Officers. The Managers have discretion to appoint officers to serve as directed by the Managers. All officers will serve under the Manager's direction and will perform all duties as assigned by the Managers.



## **ARTICLE 7 – Membership**

- 7.1 Members. The name and address of each Member is listed on Exhibit “A” of this Agreement.
- 7.2 Admission of Member. No Person may be admitted as a Member unless such Person is approved by the Members, and without first complying with the requirements of membership as set forth in this Agreement.
- 7.3 Expulsion of a Member. A Member may be removed for any of the following:
- 7.3.1 Repeated or intentional violation of the Houseboat Operating Rules,
  - 7.3.2 Failure to pay assessments, yearly dues, or any other amounts required under this Agreement or the Use Agreement.
  - 7.3.3 Failure to comply with this Agreement, and,
  - 7.3.4 Passing of a Super-Majority Vote of the Members in favor of the Member’s expulsion.
- 7.4 Expulsion and Sale of Ownership Interest. If a Member is expelled, the Company and then the Members will have a right of first refusal to purchase the Expelled Member’s Ownership Interest in accordance with Article 12 below. If no Member purchases the Expelled Member’s Ownership Interest, the Company will offer the Expelled Member’s Ownership Interest for sale to the public. The purchase price for the Ownership Interest will be for fair market value, as determined by the then-current market price listed on Aramark Brokerage for ownership in a similar houseboat. Whether purchased by the Company or a third party, the Member hereby authorizes the Company to deduct from the purchase price any damages recoverable against the Expelled Member for his or her portion of any unpaid maintenance, repair, or other costs. Between the date when a Member is expelled and the Expelled Member’s Unit or Units are sold or auctioned, the Expelled Member will have the rights of an Interest Holder only.
- 7.5 Right to Withdraw as a Member. A Member may withdraw from the Company at any time by delivering to the Company a written notice of withdrawal. The withdrawal will be effective seven (7) days after the Company receives it. Thereafter, that Person will be a Withdrawn Member. No Withdrawn Member will be entitled to a return of his or her Capital Contribution.
- 7.6 Limitation on Authority of Members. No Member is an agent of the Company only because of being a Member, and no Member has authority to act for or bind the Company only because of being a Member. This Section 8.3 supersedes any agency authority granted to the Members including pursuant to the provisions of the Act. Any Member who takes any action or binds the Company in violation of this Agreement will be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and will indemnify and hold the Company harmless with respect to the loss or expense.

- 7.7 Decisions by the Members. All decisions of the Members will be made by a Majority Vote of the Members, except as otherwise set forth in this Agreement. Each Member, in Good Standing will have one vote for each Unit the Member owns. If a Member has failed to make any payments to the Company as provided in this Agreement or the Use Agreement, this Member will not be able to participate in any Member vote until this Member has paid in full all amounts due or owing. When this Agreement refers to a decision made by the Members, or at the approval of the Members, it will mean a decision by a Majority Vote of the Members. If a deadlock exists among the Members, a Majority Vote of the Managers will tiebreak vote. However, if for any reason the Manager vote results in a deadlock, then the matter will be resolved by Arbitration as provided in Section 16.12.
- 7.8 Manner of Acting Among Members. Members will be able to discuss and approve Company business informally, and may, at their discretion, call and hold formal membership meetings according to the rules set forth in the following provisions of this Agreement.
- 7.9 Member Meetings.
- 7.9.1 Regular Meetings. Formal Member meetings will be held at least annually, unless otherwise determined by a Super-Majority Vote of the Members. The location of the meeting will be held in locations as determined by the Managers.
- 7.9.2 Special Meetings. Any Manager may call a Member meeting. Members may call a meeting upon securing a one-third (1/3) vote of the Members in favor of holding a special meeting, and by communicating the request and associated vote in favor of a special meeting to the Managers. The Manager's will then provide notice to all Members of the special meeting at least twenty-one (21) days before the date of the special meeting. This notice will provide, the meeting date, location, and purpose or purposes. A special meeting will be held within a reasonable time after Members have communicated their request for a meeting to the Managers, but in no event later than thirty (30) days after the request for the meeting has been made.
- 7.9.3 Notice for all Meetings. Notice of meetings will be given to each Member at least twenty-one (21) days prior to the meeting. A quorum must exist for a valid meeting to be held, and if the quorum is not present, the meeting will be adjourned to a new place and time with notice of the adjourned meeting given to all Members. An adjournment will not be necessary, however, and a Members' meeting with less than a quorum may be held if all non-attending Members agreed in writing prior to the meeting that a valid meeting could be held without a quorum present. All written consents to the holding of a formal management meeting will be kept and filed with the records of the meeting.
- 7.9.4 Attendance. Any Member may attend a meeting by telephone, video conference, or in person or other communications means by which all Persons participating in the meeting can hear each other.

7.9.5 Quorum. The Members representing at a majority of the Ownership Interest will constitute the minimum attendance for a Quorum.

7.10 Action without a Meeting. Any action that may be taken as a result of a duly held meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so to be taken, is signed by Members having at least the minimum number of votes that would be necessary to authorize or take such action, as the case may be with the same force and effect as if the same had been approved by the required vote of the Members at a duly called meeting of the Members. The consents will be filed with the records of the Company. Action taken by consent is effective when the last needed Member signs the consent, unless the consent specifies a different effective date. The consents will be filed with the records of the Company.

## **ARTICLE 8 – Liability and Indemnification of the Managers and Members**

- 8.1 Other Businesses. A Manager or Member will not be prohibited from engaging in other business activities as a result of being a Member or Manager of the Company so long as it does not violate any other provision of this Agreement.
- 8.2 Self-Dealing. Each Member and Manager must account to the Company and hold as trustee for any profit or benefit derived by the Person without the approval of the Managers, from (a) any transaction connected with the Company's business or winding up; (b) any use by a Member or Manager of Company property including but not limited to confidential, proprietary information, or any other matter entrusted to the Person in the capacity of a Member or Manager.
- 8.3 Liability. The liability of the Members and Managers will be limited as provided in the Act. An act, or the commission or omission of any act by a Member or Manager, the effect of which causes any loss or damage to the Company, will not subject such Member or Manager to any liability, if done pursuant to this Agreement, pursuant to the advice of the Company's legal counsel, or in good faith to promote the Company's best interests so long as such action does not violate a term of this Agreement. However, no such Person will be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability arising out of her or his own willful misconduct or gross negligence, nor will the Company indemnify or reimburse a Member or Manager in a suit a Member or Manager brings against the Company, except as set forth in Section 16.13 below.

## ARTICLE 9 – Accounts and Records

- 9.1 Books. The Managers will maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business. Such books will be kept in accordance with the method of accounting as the Managers select. The books will be maintained at the offices of the Company. Upon request, yearly financial statements will be provided to each Member within sixty (60) days after the end of each calendar year.
- 9.2 Member's Accounts. The Managers will maintain separate Capital Accounts for each Member.
- 9.3 Reports. The Managers will close the books of account promptly after the close of each calendar year, and will prepare and within ninety (90) days send to each Member an annual report of the Company's finances.
- 9.4 Records at Principal Place of Business. The Company will keep at its principal place of business the following:
- 9.4.1 a current list in alphabetical order of the full name and last known street address of each Member;
  - 9.4.2 a copy of the stamped Certificate of Organization for the Company and all certificates of amendment to them, together with executed copies of any powers of attorney pursuant to which any certificate of amendment has been executed;
  - 9.4.3 copies of the Company's federal, state and local income tax returns and reports, if any, for the three (3) most recent years;
- 9.5 Information Relating to the Company. Upon reasonable written request, the Managers will supply to any Member information regarding the Company or its activities. Each Member will have access to and may inspect and copy books, records and materials regarding the Company or its activities. The exercise of the rights contained in this Section will be at the requesting Member's expense. The Managers will provide such information within three (3) weeks of the request made by a Member.
- 9.6 Tax Matters. The Managers will designate one (1) Manager to handle the Company's tax matters (the "**Treasurer**"). The Treasurer will have all powers and responsibilities provided in Code Section 6221, et seq. The Treasurer will keep the Managers informed of all notices from government taxing authorities, which may come to the attention of the Treasurer. The Company will pay and be responsible for any costs incurred by the Treasurer with respect to any tax audit or tax-related administrative or judicial proceeding relating to the Company. The Treasurer will not compromise any dispute with the Internal Revenue Service without approval of the Managers.
- 9.7 Tax Elections. The Managers will have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of

depreciation and elections under Code Section 754, 734 and 743. If a Member dies, the Managers agree to make a 754 election.

- 9.8 Taxes of Taxing Jurisdictions. To the extent that the laws of any taxing jurisdiction requires, if a Member submits an agreement indicating that the Member will make timely income tax payments to the taxing jurisdiction and that the Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income, interest, and penalties assessed on such income, and if the Member fails to pay taxes under such agreement, the Company may, but is not obligated to, withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of a Member will be treated as a distribution. The Managers may, where permitted by the rules of any taxing jurisdiction, file a composition, combined or aggregate tax return reflecting the income of the Company and pay the tax, interest and penalties of some or all of the Members on such income to the taxing jurisdiction; in which case the Company will inform the Members of the amount of such tax interest and penalties so paid.
- 9.9 Taxation as a Partnership. It is the intention of the Members to have the Company treated as a partnership for federal and state income tax purposes.

## **ARTICLE 10 -- Banking**

- 10.1 Banking. All Company funds will be deposited in its name in such accounts as the Managers designate. The Managers may authorize other Persons to draw checks on Company bank accounts, but such authority must be in writing and one (1) or more of the Managers may require that such Persons be bonded. The Managers will maintain all books of account and records, will receive and deposit all payments of any kind, and will pay agreed costs and expenses relating to the operations of the Company.

## ARTICLE 11 – Transfers

11.1 Restrictions on Transfers. The Members agree that no Member may Transfer, whether voluntary or involuntary, or permit to be Transferred, all or any portion of his or her Interest, whether now or hereafter acquired, except in accordance with the terms of this Agreement. Only transfers of Ownership Interest in accordance with the terms of this Agreement will be reflected on the Company's books.

11.1.1 Transfers Not Requiring Approval. Notwithstanding anything to the contrary provided in this Agreement, Pounds Group LLC will have the right to sell any or all of its Units at any time without approval of the Members or the Managers, and any such sale will not trigger the first right of refusal or other transfer restrictions as provided in this Agreement. Any Person who purchases one or more Units from Pounds Group, LLC will automatically become a Member of the Company upon signing this Agreement. However, once any Units owned by Pounds Group LLC are transferred to a third party, those Units will be subject to all obligations, conditions, and provisions of this Agreement, including but not limited to the transfer restrictions provided in Article 12, the assessments and yearly dues provided in Article 3.

11.1.2 Transferee. If a Transfer is made, the Transferee will not become a Member without the approval of the Members and first signing this Agreement. Otherwise, the Transferee will become an Interest Holder.

11.2 Right of First Refusal. If at any time a Member proposes to Transfer all or any part of its Ownership Interest in the Company (a "**Selling Member**") to a third party purchaser, including a Member, the Selling Member will obtain from the third party a bona fide written offer to purchase the Ownership Interest, stating the terms and conditions upon which the purchase is to be made, the amount of Ownership Interest being offered, the purchase price, any other consideration offered thereof, and the name of the perspective Transferee or buyer. The selling Member will give written notification to the Company through the Managers and every Member, of its intention to Transfer the Ownership Interest, and furnishing to the Company and each Member a copy of the written offer to purchase its Ownership Interest.

11.2.1 The Company will have the a first right of refusal to purchase all (but not less than all) of the Ownership Units proposed to be sold by the Selling Member upon the same terms and conditions as stated in the written offer required by Section 12.2 (except for method of payment as set forth below in Section 12.3) by giving written notification to the Selling Member, as set forth in Section 12.2, of its intention to do so within thirty (30) days after receiving written notice from the Selling Member.

11.2.2 In the event the Company gives written notice to the Selling Member of its desire to exercise its right of first refusal and to purchase all of the Selling Member's Ownership Units, the Company will have the right to designate the time, date and place of closing, provided that the date of closing will be within thirty (30) days



after giving written notification to the Selling Member its intent to exercise its option.

- 11.2.3 If the Company does not elect to purchase such Ownership Units, the Company will notify the Selling Member and all the non-selling Members of its intention not to exercise its option to purchase said Ownership Units. Whereupon, each non-selling Member will have the right to purchase all (but not less than all) of said Ownership Units upon the same terms and conditions as stated in the aforesaid written offer, except for terms of payment as set forth in Section 12.3 below. The Member must give written notice to the Selling Member of the Member's intent to purchase the Ownership Units within fifteen (15) days of the Member learning the that Company will not purchase the Ownership Units. If more than one Member elects to purchase the Selling Member's Unit, then there will be an auction to determine which Member will purchase the Selling Member's Unit or Units. The auction will be a private auction between the Members who have elected to purchase the Unit or Units. The Managers will determine the policies and procedures of any such auction, and the Managers will conduct the auction. The minimum bidding price will be the price provided in the written offer. The Member who offers the winning bid will pay the bid amount in one lump sum.
- 11.2.4 If neither the Company nor the Members elect to purchase all of such Ownership Units, the Selling Member may Transfer such Ownership Units to the proposed Transferee named in the bona fide written offer pursuant to the terms of the offer provided to the Company.
- 11.2.5 If the sale of the Ownership Units is not closed within one hundred twenty days (120) after the Company and the Members elect not to purchase the Ownership Units, or the terms of the sale are materially changed to the benefit of the purchaser, the Ownership Units must again be offered to the Company before being sold or Transferred to a third party.
- 11.2.6 This Section, 12.2, will be inoperative where a gift of Ownership Units is being made by one Member to another Member of the Company or a Transfer is made to the Company or to an entity wholly-owned and controlled by the Member.
- 11.3 Method of Payment. The Company, in its sole option and discretion, may pay for the Ownership Units in installment payments, as follows: fifty percent (50%) of the purchase price down and the remaining balance to be paid in two equal installments per year for two (2) consecutive years evidenced by a promissory note. The first of the two payments to be made twelve (12) months after the date the option is exercised and the remaining payment to be made one year thereafter, on the anniversary date. The promissory note will bear simple interest at the five (5) year T-Bill rate, plus 2.5% (not to exceed 8%) per annum payable at its maturity. Such promissory note will be subordinate to the loans of the Company to the banks.
- 11.4 Creditors. No creditor of a Member has any right to obtain possession of, or otherwise exercise legal rights over property of the Company. If a creditor receives a judgment

against a Member, such creditor will not become a Member, but will have only the rights of a Transferee.

- 11.5 Liability After Transfer. The Transferee and the Transferring Member are each jointly and severally liable to the Company for any Yearly Dues or Assessments to the Company owed at the time of the Transfer.
- 11.6 Required Sale of Ownership Interest. The Managers have the right to offer for sale all the Ownership Interest in the Company or substantially all of the Company's assets, except any such sale must be approved by a Super-Majority Vote of the Members. In the event that the Managers accept an offer from a third party to purchase all of the Ownership Interest of the Company or substantially all of the Company's assets, all Members and Interest Holders will be required to sell all of their Ownership Interest to the third party on the same terms and conditions dictated in the offer. In no event will the Managers accept an offer from a third party for less than 100% of the Ownership Interest of the Company or for less than substantially all of the Company's assets, unless otherwise approved by a Super-Majority Vote of the Members.
- 11.7 Inclusion of Interest Holder. The Transfer restrictions set forth in this Article apply equally to Ownership Interest held by an Interest Holder.

## **ARTICLE 12 – Notices**

12.1 Notice. All notices permitted or required under this Agreement will be in writing and will be delivered as follows with notice deemed given as indicated:

12.1.1 by personal delivery when delivered personally;

12.1.2 by overnight courier upon written verification of receipt;

12.1.3 by email, telecopy or facsimile transmission when confirmed by transmission, during normal business hours, Monday through Friday, holidays excepted; or

12.1.4 by certified or registered mail, return receipt requested, three (3) days after deposit in the mail.

Notices will be sent to the addresses and/or emails of the Member and Interest Holders as provided in the Company's records. Members or Interest Holders who change their contact information following the issuance of Ownership Interest will advise the Company of any such change.

12.2 Computation of Time. In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or legal holiday, in which event the period will run until the end of the next day that is not a Saturday, Sunday or legal holiday.

## **ARTICLE 13 – Power Of Attorney**

- 13.1 General. To facilitate the simple operation of the Company's business and to avoid frustration of the purposes of the Company by minority Members refusing to cooperate to enforce this Agreement, each Member names the Managers as his or her attorney-in-fact, and gives the Managers full power and authority, in the place of such Member, if the proper corporate approval is obtained, to file and record:
- 13.1.1 Any amendment to the Certificate of Organization or this Agreement, or any documents of any kind required by any state in which the Company is doing business;
  - 13.1.2 Any other documents deemed advisable by the Managers;
  - 13.1.3 Any documents required to continue the Company, admit additional Members, dissolve or terminate the Company or any Ownership Interest in it; and any documents required to Transfer any Company asset.
- 13.2 Power with an Interest. The power of attorney granted under Section 15.1, is as follows:
- 13.2.1 a power coupled with an interest;
  - 13.2.2 irrevocable and survives the Member's incompetence; and
  - 13.2.3 may be exercised by the Managers by a facsimile signature or by listing all of the Members executing the instrument with a signature of a Manager as the attorney-in-fact for all of them.

## **ARTICLE 14 – Dissolution And Termination**

14.1 Causes for Dissolution. The Company will be dissolved upon any of the following:

14.1.1 the written consent by a Super-Majority Vote of the Members;

14.1.2 the sale, exchange, or other disposition of all or substantially all Company assets;

14.1.3 failure by the Company to have at least one (1) Member;

14.1.4 as otherwise provided under the Act.

14.2 Non-Dissolution. The Company will not be dissolved upon the occurrence of an event listed above if a Super-Majority vote of the Members elect not to dissolve the Company within sixty (60) days of the event.

14.3 Liquidation, Winding Up and Distribution of Assets. Upon the Company's dissolution, the Members will proceed to liquidate Company assets and properties, discharge Company obligations, and wind up the Company's business and affairs as promptly as is consistent with obtaining the fair value thereof. The proceeds from liquidating Company assets, to the extent available, will be applied and distributed as follows:

14.3.1 First, to payment of the expenses and cost of winding-up;

14.3.2 Second, to the payment and discharge of all Company debts and liabilities, including to Member creditors or to the establishment of any reasonable reserves for contingent or unliquidated debts and liabilities, in the order of priority as provided by law;

14.3.3 Thereafter, to the Members in accordance with the positive balance of each Member's Capital Account as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs, including any Capital Account adjustments associated with any distributions and the allocation of Profits and Losses with respect to any sale, Transfer or other taxable disposition of any Company assets. Any such distributions to the Members in respect of their Capital Accounts will be made within the time requirements of Regulations Section 1.704-1(b)(2)(ii)(b)(2). If for any reason the amount distributable pursuant to this Section 16.3(c) will be more than or less than the sum of all the positive balances of the Members' Capital Accounts, the proceeds distributable pursuant to this Section 16.3(c) will be distributed among the Members in accordance with the ratio by which the positive Capital Account balance of each Member bears to the sum of all positive Capital Account balances. Distributions required by this Section 16.3(c) may be distributed to a trust established for the benefit of the Members for the purposes of liquidating Company assets, collecting amounts owed to the Company, and paying any contingent or unforeseen liabilities or obligations of the Company or of the Members arising out of or in connection with the Company. In such case,

the assets of such trust will be distributed to the Members from time to time, at the discretion of the Managers, in the same proportions as the amount distributed to such trust by the Company would otherwise have been distributed to the Members pursuant to this Agreement. Any remaining amount will be distributed to the Members pro rata in accordance with their respective Ownership Interest.

- 14.4 Deficit Capital Accounts. No Member will have any obligation to contribute or advance any funds or other property to the Company by reason of any negative or deficit balance in such Member's Capital Account during or upon completion of winding up or at any other time except to the extent that a deficit balance is directly attributable to a distribution of cash or other property in violation of this Agreement.
- 14.5 Return of Contribution Non-Recourse to Other Members. Except as provided by law, upon dissolution, each Member will look solely to the Company assets for the return of the Member's Capital Contributions.
- 14.6 In-Kind Distributions. A Member will have no right to demand and receive any distribution from the Company in any form other than cash. However, a Member may be compelled to accept a distribution of an asset in kind if the Company is unable to dispose of all of its assets for cash.
- 14.7 Cancellation of Certificate. Upon the completion of the distribution of Company assets, the Company will be terminated and the Members will cause the Company to execute articles of dissolution and take such other actions as may be necessary to terminate the Company.
- 14.8 Inclusion of Interest Holder. The term "Member" for purposes of this Article 16 will include an Interest Holder except as otherwise provided herein.

## ARTICLE 15 – General Provisions

### 15.1 Entire Agreement. This Agreement contains the following:

15.1.1 This Agreement supersedes all other agreements, written or oral, that may have been made or entered into by the parties hereto concerning the subject matter hereof. This Agreement is intended to state the entire understanding of the parties concerning the subject matter hereof. Nothing expressed or implied in this Agreement is intended or will be construed so as to grant or confer on any creditor or Person, other than the parties hereto, any rights or privileges hereunder. Each appendix, exhibit and schedule referred to in this Agreement is hereby incorporated by reference in this Agreement as if such appendix, exhibit or schedule were set out in full in the text of this Agreement;

15.1.2 The foregoing recitals are incorporated by this reference and made a part hereof. This Agreement will be effective as of, and apply to all operations and activities of the Company from and after the Effective Date hereof; and

15.1.3 If any conflict exists between the provisions of this Agreement and the provisions of any oral or prior agreement between the Members, the Interest Holders and the Company or any of them, the provisions of this Agreement will prevail.

### 15.2 Construction Principles. Words in any gender will be deemed to include the other genders. The singular will be deemed to include the plural and vice versa. The headings and underlined paragraph titles are for guidance only and will have no significance in the interpretation of this Agreement.

### 15.3 Amending the Certificate of Organization and Operating Agreement. The Certificate of Organization and this Agreement may be amended only by a Super-Majority approval of the Members.

### 15.4 Non-Waiver. Any Party's failure to seek redress for violation of or to insist upon the strict performance of any provision of this Agreement will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

### 15.5 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

### 15.6 Governing Law. This Agreement is to be construed, governed and enforced according to the laws of the State of Utah without giving effect to its conflicts of laws provisions.

### 15.7 Counterparts. This Agreement, and those contemplated herein, may be executed in counterparts, including by means of telefaxed or scanned and emailed signature page or similar electronic means, each of which will be deemed an original, and all of which together will constitute one and the same document.

- 15.8 Waiver of Partition. Each of the Parties waives during the term of the Company any right that he or she may have to maintain any action for partition with respect to the Company's property or assets.
- 15.9 Binding Terms. The terms of this Agreement are binding upon and inure to the benefit of the Parties and, to the extent permitted by this Agreement, their heirs, executors, administrators, legal representatives, successors and assigns. By execution hereof, each Member represents and warrants to the Company and each other Member as follows:
- 15.9.1 such Member has full legal right, power, and authority to deliver this Agreement and to perform such Member's obligations hereunder;
- 15.9.2 this Agreement constitutes the legal, valid, and binding obligation of such Member enforceable in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy and other laws of general application relating to creditors' rights or general principles of equity; and
- 15.9.3 this Agreement does not violate, conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default or an event of default under any other agreement of which such Member is a party.
- 15.10 Master Copy. The master copy of this Agreement maintained at the principal office or at the Company attorney's office and will be controlling in the event of a dispute relative to the contents of the Agreement.
- 15.11 Personal Property. The Ownership Interest of each Member in the Company is personal property.
- 15.12 Arbitration of Disputes. In the event of any dispute in connection with any provision of this Agreement, if any party to this Agreement requests, the dispute will be submitted for arbitration to the American Arbitration Association in accordance with its commercial arbitration rules and pursuant to the following requirements:
- 15.12.1 Location and governing law. All arbitration hearings must be conducted in Salt Lake City, Utah as the exclusive venue and jurisdiction, and the laws of the State of Utah will govern. The arbitrator will have the power and jurisdiction to decide any controversy or dispute solely in accordance with the express provisions of this Agreement.
- 15.12.2 Discovery for purposes of Arbitration. Discovery will be controlled by the arbitrator and will be permitted to the extent set out in this Section.
- 15.12.2.1 Written discovery: Each Party to the dispute may submit in writing to a Party, and that Party must respond, to a maximum of any combination of twenty-five (25) (none of which may have subplots) of the following: interrogatories, demands to produce documents; and requests for admission.



15.12.2.2Depositions: Each Party is entitled to take the oral deposition of one (1) individual of the other Party.

15.12.2.3Modification by mutual agreement: Additional discovery may be permitted upon the Parties' mutual agreement.

15.12.3Arbitration Costs. The Parties to the dispute will share the upfront cost of the arbitrator and arbitration fees. But, the prevailing Party in any arbitration to enforce this Agreement will recover the administrative costs for the arbitration proceeding and the upfront arbitrator's fee.

15.12.4Nature of the Arbitrator's decision. The Parties agree that any claim under this Agreement will result in an award in one hundred and eighty (180) days or less from the date the claim is filed with the American Arbitration Association, unless the Parties agree to waive this requirement. The award and findings of the arbitrator must be in writing and are conclusive and binding upon all Parties to this Agreement and the judgment upon the award may be entered in any court of competent jurisdiction.

15.13Attorney's Fees. In the event of any dispute between the Parties hereto to enforce any provision of this Agreement or any right of any Party hereto, the unsuccessful Party to such dispute agrees to pay to the successful Party, all costs and expenses, including reasonable attorney's fees and costs incurred therein.


15.14Time is of the Essence. Time and strict performance are of the essence in this Agreement.

15.15Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions and conditions of this Agreement and the transactions contemplated hereby.

15.16Force Majeure. Members hereby agree that Company is not responsible for any delay or failure of performance of any obligation under this Use Agreement, including but not limited to unavailability of the houseboat during a scheduled week, when such delay or failure is caused by an act or event beyond the Company's control, including but not limited to civil commotion, war, governmental regulations or controls, or acts of God.

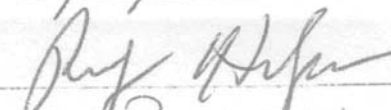
IN WITNESS WHEREOF, the Members acknowledge under penalties of perjury that the matters and facts set forth in this Agreement are true and that they have signed this Agreement to be effective as of the indicated below.

**POWELLIN' AROUND, LLC**  
a Utah Limited Liability Company

By:   
Brent Pounds, a member

Date: 17-Oct-2016

By:   
Name: (Print) Jesse Stone  
Date: 10/18/2016

By:   
Name: (Print) Randy Helzer  
Date: 10.27.16

By: \_\_\_\_\_  
Name: (Print) \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: (Print) \_\_\_\_\_  
Date: \_\_\_\_\_

**Pounds Group LLC**

By: 

Name: (Print) Brent J. Pounds

Title: President/CEO

Date: 17-Oct-2016

By: Robert Troy Brickley

Name: (Print) Robert Troy Brickley  
Date: 10.27.16

By: \_\_\_\_\_  
Name: (Print) \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: (Print) \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: (Print) \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: (Print) \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: (Print) \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: (Print) \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: (Print) \_\_\_\_\_

Date: \_\_\_\_\_

A.2. Units and Ownership Interest. The Units, Ownership Interest, and capital contribution for each Member is as follows:

<b>Unit Number</b>	<b>Member</b>	<b>Week* Reserved for Houseboat</b>	<b>Assigned Capital Contribution</b>
1	Pounds Group LLC	21 <sup>st</sup> week of each year	\$5,000
2	Pounds Group LLC	22 <sup>nd</sup> week of each year	\$5,500
3	Pounds Group LLC	23 <sup>rd</sup> week of each year	\$5,500
4	Pounds Group LLC	24 <sup>th</sup> week of each year	\$6,500
5	Pounds Group LLC	25 <sup>th</sup> week of each year	\$8,000
6	Pounds Group LLC	26 <sup>th</sup> week of each year	\$11,500
7	Randy Helzer & Troy Brickley	27 <sup>th</sup> week of each year	\$8,000
8	Pounds Group LLC	28 <sup>th</sup> week of each year	\$8,000
9	Pounds Group LLC	29 <sup>th</sup> week of each year	\$11,500
10	Jesse Stone	30 <sup>th</sup> week of each year	\$8,000
11	Colleen & Cody Brough	31 <sup>st</sup> week of each year	\$8,000
12	Brent Pounds	32 <sup>nd</sup> week of each year	\$8,000
13	Pounds Group LLC	33 <sup>rd</sup> week of each year	\$8,000
14	Pounds Group LLC	34 <sup>th</sup> week of each year	\$6,500
15	Pounds Group LLC	35 <sup>th</sup> week of each year	\$5,500
16	Pounds Group LLC	36 <sup>th</sup> week of each year	\$5,500
17	Craig & Kim Bowman	37 <sup>th</sup> week of each year	\$5,500
18	Brent & Mike Pounds	38 <sup>th</sup> week of each year	\$5,500

\* Weeks are numbered starting on the Saturday following the first Wednesday of the then-current year. Each one-week period will begin on Saturday at 2:00 p.m. Mountain Time, and will end on the immediately following Saturday at 2:00 p.m. Mountain Time, unless otherwise agreed by the Member's leaving or entering the houseboat for the applicable week.

Exhibit “B”

To the Operating Agreement for POWELLIN’ AROUND, LLC

**Managers of the Company**

B.1. Managers. The Company currently has one Manager as follows:

<b>Managers</b>	<b>Address</b>
Brent Pounds	15910 NE 6 <sup>th</sup> Street Bellevue, Washington 98008

B.2. Manager Duties. The Company anticipates having three Manager each with the following duties:

<b>Title</b>	<b>Name</b>	<b>Duties</b>
President	Brent Pounds	<ol style="list-style-type: none"> <li>1. The President will have general charge of the business, affairs, and property of the corporation and general supervision over the other managers.</li> <li>2. The President will preside at Manager and Member meetings</li> </ol>
Secretary		<ol style="list-style-type: none"> <li>1. The Secretary will record the matters discussed and the votes reached on all matters of business addressed in any meeting or proceeding. All these records will be maintained as provided in this Agreement.</li> <li>2. The Secretary will give notice in accordance with this Agreement and as required by statute.</li> <li>3. The Secretary will maintain contact list for all Members.</li> </ol>
Treasurer		<ol style="list-style-type: none"> <li>1. The Treasurer is responsible to supervise the Company's monies, securities, receipts and disbursements.</li> <li>2. The Treasurer will deposit all Company funds in the Company's name in the banks and accounts as designated by the Managers.</li> <li>3. The Treasurer will make all payments on behalf of the Company by check or other instrument and will keep a scrupulous record of all deposits and payments from or on behalf of the Company.</li> <li>4. The Treasurer will provide the Managers or the Members statements and records detailing the Company's financial condition within a reasonable time following a request, and will present a financial report at each annual meeting.</li> <li>5. The Treasurer will keep correct books of account of all the business and transactions of the corporation and exhibit such books to the President upon request.</li> <li>6. The Treasurer will be empowered to require from all the Corporation's Managers or agents reports detailing any of the Company's financial transactions.</li> </ol>