

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER (Explain) _____

SECTION 3 Type of license and fees LICENSE #(s):

1. Type of License(s): Series 03 Microbrewery

03043003

2. Total fees attached: \$

Department Use Only
1480

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Morken Tamara Lynne
(Insert one name ONLY to appear on license) Last First Middle
2. Corp./Partnership/L.L.C.: HINB Ventures LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)
3. Business Name: THAT Brewery
(Exactly as it appears on the exterior of premises)
4. Principal Street Location: 3270 N Highway 87 Pine Gila 85544
(Do not use PO Box Number) City County Zip
5. Business Phone: 928-476-3349 Daytime Contact: 602-527-2886
6. Is the business located within the incorporated limits of the above city or town? YES NO
7. Mailing Address: PO Box 90 Pine AZ 85544
City State Zip
8. Price paid for license only bar, beer and wine, or liquor store: Type 03 \$ 600 Type _____ \$ _____

DEPARTMENT USE ONLY

Fees: 1000 Application 480 Interim Permit 1480 Agent Change _____ Club _____ Finger Prints \$ 1480
TOTAL OF ALL FEES

Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO

Accepted by: AC Date: 2/29/2012 Lic. # 03043003

SECTION 5 Interim Permit:

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER,
(Print full name)
 MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

State of _____ County of _____

X _____
(Signature)

The foregoing instrument was acknowledged before me this

_____ day of _____, _____
 Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City	State	Zip

Partnership Name: (Only the first partner listed will appear on license) _____

General-Limited	Last	First	Middle	% Owned	Mailing Address	City	State	Zip
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
 If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION Complete questions 1, 2, 3, 5, 6, 7, and 8.
 L.L.C. Complete 1, 2, 4, 5, 6, 7, and 8.

1. Name of Corporation/L.L.C.: HTNB Ventures, LLC
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 5/13/2004 State where Incorporated/Organized: Arizona
3. AZ Corporation Commission File No.: 11329686 Date authorized to do business in AZ: 6/11/2004
4. AZ L.L.C. File No: 11329686 Date authorized to do business in AZ: 6-11-2004
5-13-04
5. Is Corp./L.L.C. Non-profit? YES NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
Morken	Tamara	Lynne	Member	PO Box 1751	Pine, AZ 85544
Morken	Steven	Wade	Member	PO Box 1751	Pine, AZ 85544

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Morken	Tamara	Lynne	50	PO Box 1751	Pine AZ 85544
Morken	Steven	Wade	50	PO Box 1751	Pine AZ 85544

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12 FEB 29 09:14 AM '09

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:

1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
2. Assignee's Name: _____
Last First Middle
3. License Type: _____ License Number: _____ Date of Last Renewal: _____
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

1. Governmental Entity: _____
2. Person/designee: _____
Last First Middle Contact Phone Number

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
3. Current Business Name: _____
(Exactly as it appears on license)
4. Physical Street Location of Business: Street _____
City, State, Zip _____
5. License Type: _____ License Number: _____
6. If more than one license to be transfered: License Type: _____ License Number: _____
7. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
9. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

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10. I, _____, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, _____, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE

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1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Physical Street Location) Address _____
3. License Type: _____ License Number: _____
4. If more than one license to be transferred: License Type: _____ License Number: _____
5. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 4224 ft. Name of school Pine/Strawberry School
Address 3868 N Pine Creek Rd Pine, AZ 85544
City, State, Zip
2. Distance to nearest church: 5280 ft. Name of church First Baptist Church
Address 4039 N Highway 87 Pine, AZ 85544
City, State, Zip
3. I am the: Lessee Sublessee Owner Purchaser (of premises)
4. If the premises is leased give lessors: Name _____
Address _____
City, State, Zip
- 4a. Monthly rental/lease rate \$ _____ What is the remaining length of the lease ___ yrs. ___ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ _____ or other _____
(give details - attach additional sheet if necessary)
5. What is the total business indebtedness for this license/location excluding the lease? \$ 476,000
Please list lenders you owe money to.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip
Ciena Capital, LLC			281,000	1433 Broadway New York, NY 10019		
Sonrise Bank of Arizona			95,000	2177 E Camelback Rd Suite 100 Phoenix, AZ 85016		
Mangy Moose, LLC			100,000	55 N Myrna Tempe AZ 85281		

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Brewery & Brew Pub, we have a series 11

SECTION 13 - continued

- 7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
- 8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business? YES NO
- 9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:

License # 11043006 (exactly as it appears on license) Name Tamara Lynne Morken

SECTION 14 Restaurant or hotel/motel license applicants:

- 1. Is there an existing restaurant or hotel/motel liquor license at the proposed location? YES NO
 If yes, give the name of licensee, Agent or a company name:

_____ and license #: _____
Last First Middle

- 2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
- 3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
- 4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this hotel/motel restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit www.azliquor.gov and click on the "Information" tab.

applicants initials

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

I. Check ALL boxes that apply to your business:

- Entrances/Exits Liquor storage areas Patio: Contiguous
- Service windows Drive-in windows Non Contiguous

- 2. Is your licensed premises currently closed due to construction, renovation, or redesign? YES NO
 If yes, what is your estimated opening date? closing part of April/May 2012
month/day/year

Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.


 applicants initials

29 Lic. Lic. RM1019

SECTION 15 Diagram of Premises

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

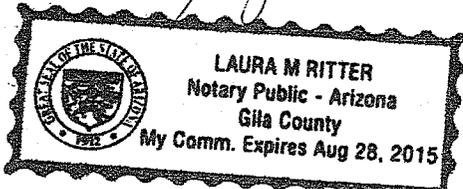
"diagram attached"

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SECTION 16 Signature Block

I, Tamara Lynne Morken, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

x Tamara Lynne Morken
(signature of applicant listed in Section 4, Question 1)



State of AZ County of Gila

The foregoing instrument was acknowledged before me this 28 of Feb, 2012
Day Month Year

Laura M Ritter
signature of NOTARY PUBLIC

My commission expires on: 28 Aug 2015
Day Month Year

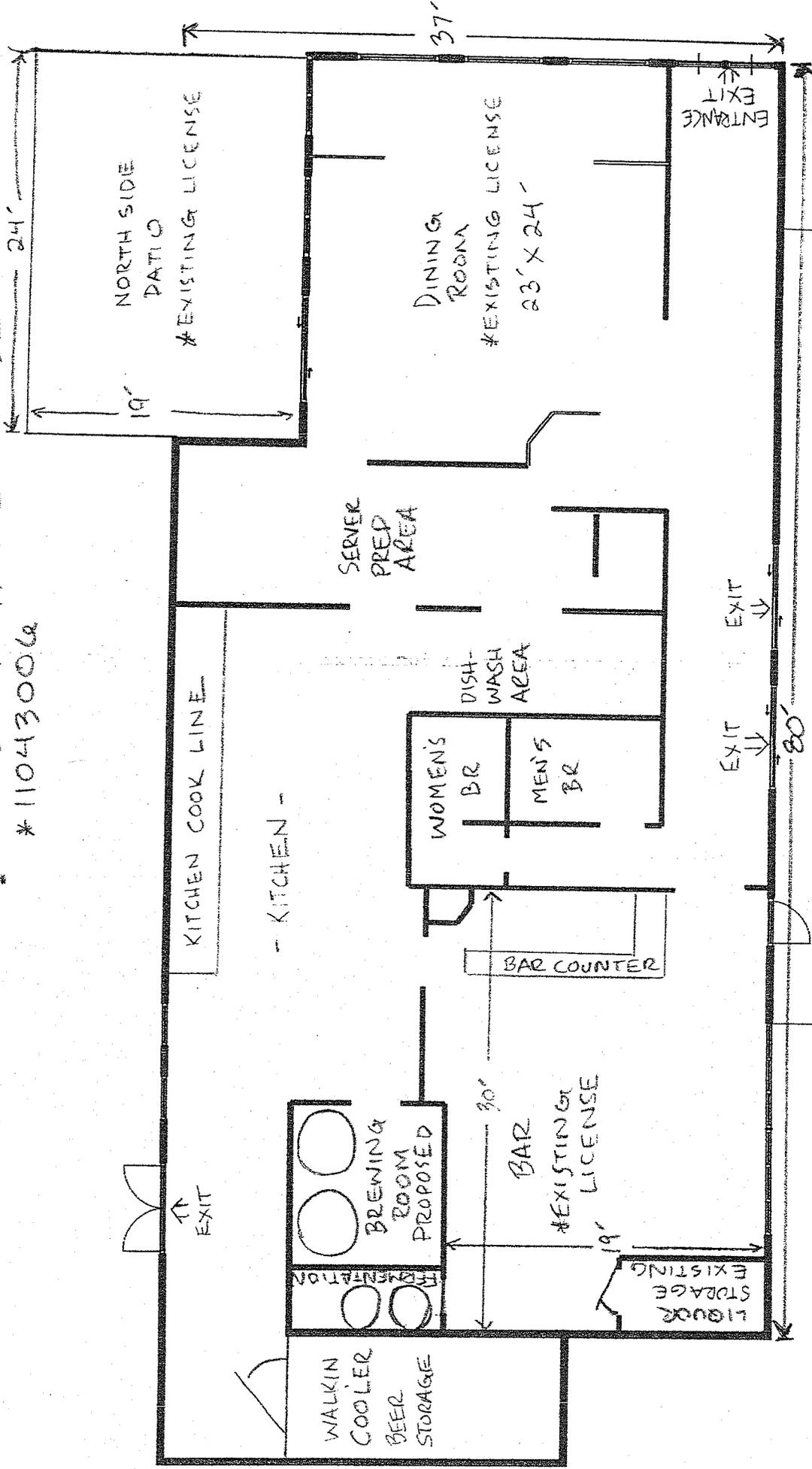


0ft

24ft

48ft

#EXISTING RESTAURANT/HOTEL LICENSE
*11043006



SOUTH SIDE PATIO
48' X 30'

2845 total

*12 FEB 29 1994 Lic. RM1019

*EXISTING LICENSE

DO NOT PUBLISH THIS SECTION

AZ. CORP. COMMISSION
FILED

MAY 13 2004

7/1/04

ARTICLES OF ORGANIZATION

OF

APPR
TERM
DATE

11/25/01

HTNB VENTURES LLC
(An Arizona Limited Liability Company)

ARTICLE 1
The company name must contain an ending which may be "limited liability company," "limited company," or the abbreviations "LLC," "L.C.," "LLC" or "L.C." If you are the holder or assignee of a trademark or trademark, attach Declaration of Trademark Holder form.

ARTICLE 2
May be in care of the statutory agent.

ARTICLE 3
The statutory agent must provide both a physical and mailing address. If statutory agent has P.O. Box, then they must provide a physical description of their street address location. The agent must sign the Articles or provide a consent to acceptance of appointment.

ARTICLES 4
Complete this section only if you desire to select a date or occurrence when the company will dissolve. If perpetual duration is desired, leave this section blank.

ARTICLE 5.a
Check which management structure will be applicable to your company.

1. Name. The name of the limited liability company is:
HTNB VENTURES LLC OK
MC

2. Registered Office. The address of the registered office in Arizona is:
3270 N AZ HWY 97 PINE AZ 85544
located in the County of GILA

3. Statutory Agent. (In Arizona) The name and address of the statutory agent of the company is: TAMARA LOGSDON
512 W MORROW DR PHOENIX AZ 85027

4. Dissolution. The latest date, if any, on which the limited liability company must dissolve is _____

5.a. Management.
 Management of the limited liability company is vested in a manager or managers. The names and addresses of each person who is a manager AND each member who owns a twenty percent or greater interest in the capital or profits of the limited liability company are:

Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

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DO NOT PUBLISH THIS SECTION

5.b.

Name:

TAMARA L. LOGSDON

STEVEN W. MORKEN

member manager

member manager

Address:

512 W MORROW DR

8127 W LARKSPUR DR

City, State, Zip:

PHOENIX, AZ 85027

PEORIA, AZ 85381

Name:

member manager

member manager

Address:

City, State, Zip:

ARTICLE 5.b.

Depending upon your selection in 5.a., provide the names and addresses of the managers and members of the organization. Check the applicable title for each person. A member managed company cannot contain a manager or managers.

The person(s) executing this document need not be member(s) of the company.

Your fax and phone number is optional.

The agent must consent to the appointment by executing the consent.

See A.R.S. §29-601 et seq. for more info.

LL-0094
Rev. 01-04

EXECUTED this 13 day of MAY, 2004

Tamara Logsdon
[Signature]

Steven W. Morken
[Signature]

Tamara L. Logsdon
[Print Name Here]

STEVEN W. MORKEN
[Print Name Here]

PHONE (602) 907-4790

FAX _____

Acceptance of Appointment By Statutory Agent

I Tamara L. Logsdon, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statutes.

Tamara Logsdon
Signature of Statutory Agent

Tamara L. Logsdon
[Print name]

[If signing on behalf of a company serving as statutory agent, print company name here]

FILED TO: 101-101-010404

OPERATING AGREEMENT

HTNB VENTURES, LLC
an Arizona Limited Liability Company

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**OPERATING AGREEMENT
OF
HTNB VENTURES, LLC**

This Operating Agreement ("Agreement") is made and entered into as of May 13, 2004 (the "Effective Date") by and among STEVEN W. MORKEN and TAMARA L. MORKEN (the "Initial Members") and any other person who may be admitted as a Substitute Member or Additional Member pursuant to the terms hereof, as Members of HTNB VENTURES, L.L.C., a limited liability company organized pursuant to the Arizona Limited Liability Company Act.

**ARTICLE 1.
Definitions**

For purposes of this Agreement, unless the context clearly indicates otherwise, the following terms shall have the following meanings:

- 1.1 Act. The Arizona Limited Liability Company Act (A.R.S. § 29-601 *et seq.*) as amended from time to time.
- 1.2 Additional Capital Contribution. The Capital Contributions other than Initial Capital Contributions that a Member or Assignee is obligated or permitted to make as set forth in Section 9.2.
- 1.3 Additional Member. A Member other than an Initial Member or a Substitute Member who has acquired a Membership Interest from the Company and is admitted as a Member pursuant to Article 13.
- 1.4 Administrative Member. A Member to which certain management duties are delegated under Article 6.
- 1.5 Articles. The Articles of Organization of the Company as properly adopted and amended from time to time by the Members and filed with the Arizona Corporation Commission.
- 1.6 Assignee. A transferee of a Membership Interest who has not been admitted as a Substitute Member.
- 1.7 Bankrupt Member. A Member (a) who has filed a voluntary petition for liquidation or reorganization under any Chapter of the United States Bankruptcy Code, or any successor statute; or (b) against whom there has been filed an involuntary petition under any Chapter of the United States Bankruptcy Code, or any successor statute, which petition is not dismissed within ninety (90) days of the date of filing; or (c) who has initiated, either in an original Proceeding or by way of answer in any state insolvency or receivership proceeding, an action for liquidation arrangement, composition, readjustment, dissolution, or similar relief.
- 1.8 Business Day. Any day other than Saturday, Sunday or any legal holiday observed in the State of Arizona.

1.9 Capital Account. The account maintained for a Member or Assignee determined in accordance with Article 9.

1.10 Capital Contributions. Any contributions of Money, Property, services or the obligation to contribute Money, Property or services made by or on behalf of a Member or Assignee, including an Initial Capital Contribution and Additional Capital Contributions.

1.11 Code. The Internal Revenue Code of 1986, as amended from time to time.

1.12 Company. HTNB, LLC, a limited liability company formed under the laws of the State of Arizona, and any successor limited liability company.

1.13 Company's Method of Accounting. The method of accounting adopted from time to time by the Company. The Company's Method of Accounting initially will be the cash method.

1.14 Dissociated Member. A Member who is subject to an Event of Dissociation.

1.15 Distribution. A transfer of Property to a Member on account of a Membership Interest. Distributions of Property shall be valued at their Gross Asset Value for purposes of measuring the Members' Capital Accounts and other accounts under this Agreement.

1.16 Disposition (to Dispose of). Any sale, assignment, transfer, exchange, mortgage, pledge, grant, or other transfer, absolute or as security or encumbrance (including Dispositions by operation of law).

1.17 Event of Dissolution. An event, as set forth in Section 14.1, the occurrence of which shall result in the dissolution of the Company.

1.18 Event of Dissociation. An event, as set forth in Section 12.1, which shall cause a Member to cease to be a Member.

1.19 Gross Asset Value. The fair market value of Property contributed by a Member as a Capital Contribution or distributed to a Member as a Distribution, which shall be determined as set forth under Regulation 1.704-1(b)(2)(iv)(h).

1.20 Immediate Family. A Member's Immediate Family includes the Member's spouse, children (including natural, adopted and stepchildren), spouses of children, grandchildren, and parents.

1.21 Initial Capital Contribution. The Capital Contribution agreed to be made by the Initial Member as described in Section 9.1.

1.22 Initial Members. STEVEN W. MORKEN and TAMARA L. MORKEN.

1.23 Majority Vote. In the event there is more than one (1) Member, the affirmative vote or consent of the Members or Remaining Members having more than fifty percent (50%) of

the Percentage Interests of all such Members or Remaining Members required to vote on a particular matter under this Agreement or under the Act.

1.24 Member. Initial Member, Substitute Member or Additional Member, and, unless the context expressly indicates to the contrary, includes the Administrative Member and Assignees.

1.25 Membership Interest. The rights of a Member or, in the case of an Assignee, the rights of the assigning Member in Distributions (liquidating or otherwise) and allocations of the Net Profits, Net Losses, income, gains, deductions, and credits of the Company. The percentage of each Member's Membership Interest shall be that Member's Percentage Interest as set forth in Section 1.30, as such may be adjusted from time to time pursuant to this Agreement.

1.26 Money. Cash or other legal tender of the United States, or any obligation that is immediately reducible to legal tender without delay or discount. Money shall be considered to have a fair market value equal to its face amount.

1.27 Notice. All notices required or permitted to be given hereunder as set forth in Section 15.13.

1.28 Organization. Organization includes, without limitation, corporations (both non-profit and other corporations), partnerships (both limited and general), joint ventures, limited liability companies, and unincorporated associations.

1.29 Organization Expenses. Those expenses incurred in the organization of the Company including the costs of preparation of this Agreement and the Articles.

1.30 Percentage Interest. With respect to any Member, the percentage shown on the attached Schedule 1, as such interest may be adjusted from time to time pursuant to this Agreement.

1.31 Permitted Transferee. A trust in which the Member and/or the Member's spouse are the grantor, trustee and beneficiary in which the Member, Member's spouse or a member of Member's Immediate Family is the beneficiary.

1.32 Person. An individual, trust, estate, or any Organization permitted to be a member of a limited liability company under the laws of the State of Arizona.

1.33 Principal Office. The principal place of business of the Company as designated pursuant to Section 2.6.

1.34 Proceeding. Any judicial or administrative trial, hearing or other activity, civil, criminal or investigative, the result of which may be that a court, arbitrator, or governmental agency may enter a judgment, order, decree, or other determination which, if not appealed and reversed, would be binding upon the Company, a Member or other person subject to the jurisdiction of such court, arbitrator, or governmental agency.

1.35 Property. Any property, real or personal, tangible or intangible, including Money and any legal or equitable interest in such property, but excluding services and promises to perform services in the future.

1.36 Regulations. Except, where the context indicates otherwise, the permanent, temporary or proposed regulations of Department of the Treasury under the Code, as such regulations may be lawfully changed from time to time.

1.37 Remaining Members. Members who are not subject to an Event of Dissociation.

1.38 Substitute Member. A transferee of a Membership Interest who has been admitted to all of the rights of membership pursuant to this Agreement.

1.39 Tax Year. The taxable year of the Company as determined pursuant to § 706 of the Code. The Tax Year of the Company will be the calendar year.

1.40 Taxing Jurisdiction. Any state, local, or foreign government that collects tax, interest or penalties, however designated, on any Member's share of the income or gain attributable to the Company.

1.41 Unanimous Vote. In the event there is more than one (1) Member, the affirmative vote or consent of all Members or Remaining Members required to vote on any particular matter under this Agreement or under the Act.

ARTICLE 2. Formation

2.1 Organization. Pursuant to the Act, the Initial Members formed an Arizona limited liability company effective upon the filing of the Articles. The Member or Members shall immediately, and from time to time hereafter, as may be required by law, execute all amendments of the Articles, and do all filing, recording and other acts as may be appropriate to comply with the operation of the Company under the Act.

2.2 Intent. If there is more than one (1) Member, it is the intent of the Members that the Company shall always be operated in a manner consistent with its treatment as a "partnership" for federal and state income tax purposes. The provisions of this Agreement regarding the establishment and maintenance of capital accounts and the taxation of the Company as a "partnership" shall only apply if there is more than one (1) Member and the Company is no longer taxed for federal income tax purposes as a disregarded entity. It also is the intent of the Members that the Company not be operated or treated as a "partnership" for purposes of § 303 of the federal Bankruptcy Code. Notwithstanding the foregoing, if there is more than one (1) Member, the Members have formed the Company under the Act, and expressly do not intend hereby to form a partnership under either the Arizona Revised Uniform Partnership Act nor the Arizona Revised Uniform Limited Partnership Act as adopted from time to time by the State of Arizona. For state law purposes, the Members do not intend to be partners one to another, or partners as to any third party.

2.3 Name. The name of the Company is HTNB, L.L.C., an Arizona limited liability company, and all business of the Company shall be conducted under that name or under any other name as the Members shall determine, but in any case, only to the extent permitted by applicable law.

2.4 Termination. The Company shall continue perpetually, unless sooner dissolved and the affairs of the Company are wound up in accordance with the Act and this Agreement.

2.5 Statutory Agent and Registered Office. The statutory agent for the service of process and the registered office shall be that Person and location reflected in the Articles. The Administrative Member may, from time to time, change the statutory agent or registered office through appropriate filings with the Arizona Corporation Commission.

2.6 Place of Business. The Principal Office shall be at 3270 North Arizona Highway 87, Pine, Arizona 85544, or such other place as the Administrative Member shall determine in its sole discretion.

ARTICLE 3. Nature of Business

The Company intends to engage in the business of restaurant and bar, and may engage in any other lawful business permitted by the Act or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article 3.

ARTICLE 4. Names and Addresses of Members

The name, address and facsimile number, if any, of the Initial Members are set forth on Schedule 1. The Initial Members, or any other Member, may designate from time to time, a change of address or facsimile number by Notice to all other Members, the Administrative Member and the Company.

ARTICLE 5. Rights and Duties of Members

5.1 Management Rights. Subject to Article 6, the business and affairs of the Company shall be managed by the Member or Members, as the case may be. Unless otherwise set forth herein, all decisions with respect to the management of the Company, shall be determined by the Member if there is one (1) Member, or if there is more than one (1) Member, by the Unanimous Vote of the Members. The Administrative Member may be delegated administrative and other duties in connection with the Company business upon a Unanimous Vote of the Members, subject to provisions contained herein which set forth specific actions and duties the Administrative Member or any other Member is hereby authorized to undertake.

5.2 Organizational Member. Any Member, including an Administrative Member, that is an Organization (an "Organizational Member") acting under this Article shall act through

an individual ("Member Agent") who need not have any ownership or other interest in such Administrative Member, and who shall act pursuant to a written instrument of appointment, a copy of which shall be delivered to the Company at the Principal Office. An Organizational Member shall be entitled, in its discretion, at any time and from time to time, to change its Member Agent, provided that no such change shall be effective unless and until (a) Notice of such change shall have been given to the Company and each other Member and (b) a copy of the instrument of appointment under which the replacement Member Agent is to act has been delivered to the Company at the Principal Office.

5.3 Voting Rights. Unless otherwise required by the Act, all Members, other than Assignees that have not been admitted as Substitute Members and Dissociated Members, shall be entitled to vote on any matter submitted to a vote or for the consent of the Members or the Remaining Members, under this Agreement or under the Act.

5.4 Limitation of Liability of Members. No Member shall be liable as such for the liabilities of the Company. Each Member's liability for the debts and obligations of the Company shall be limited as set forth in Act § 29-651 and other applicable law. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Administrative Member for liabilities of the Company.

5.5 Indemnification. The Company shall indemnify the Members, Administrative Member, and Management Agents from and against all costs, losses, liabilities, and damages paid or accrued by such Member, Administrative Member or Management Agent in connection with the business of the Company, to the fullest extent provided or allowed by the laws of Arizona; provided, however, that this Section 5.5 shall not apply as to any act or omission by a Member, Administrative Member or Management Agent which act or omission is finally determined, by judgment or arbitration award, to constitute gross negligence, fraud, bad faith, or willful misconduct.

5.6 Representations and Warranties. Each Member, and in the case of an Organization, the person(s) executing this Agreement on behalf of the Organization, represents and warrants to the Company and each other Member that:

(a) If that Member is an Organization, it is duly organized, validly existing, and in good standing under the laws of its state of organization and that it has full organizational power to execute and agree to this Agreement and to perform its obligations hereunder;

(b) The Member (i) is aware that investment in the Company is speculative in nature and subject to a high degree of risk, including, but not limited to, any risks that have been disclosed to the Member, (ii) can bear the economic risk of the purchase of its Membership Interest, including the complete loss of its investment in the Company, and (iii) has sufficient knowledge and experience in business and financial matters as to be capable of evaluating the merits and risks of its purchase of a Membership Interest;

(c) The Member (i) knows or has had the opportunity to acquire all information concerning the business affairs, financial condition, plans and prospects of the Company which the Member deems relevant to make a fully informed decision respecting the investment therein; (ii) has been encouraged and has had the opportunity to rely upon the advice of the Member's legal counsel and accountants and other advisers with respect to the purchase of its Membership Interest; and (iii) has had the opportunity to ask such questions and receive such answers and information with respect to, among other things, the business affairs, financial condition, plans and prospects of the Company and the terms and conditions of the purchase of its Membership Interest as the Member has requested so as to fully understand his investment in the Company;

(d) The Member is acquiring its Membership Interest for its own account, without a view to a public distribution or resale, and the Member has no contract, undertaking, agreement or arrangement to transfer, sell or otherwise dispose of its Membership Interest or any interest therein to any other person;

(e) The Member understands that the Membership Interests have not been registered under the Securities Act of 1933 (the "1933 Act"), the Arizona Securities Act (the "Arizona Act"), or the securities laws of any other jurisdiction and must be held indefinitely without any transfer, sale or other disposition unless the transfer of the Membership Interests is subsequently registered under the 1933 Act, the Arizona Act and any applicable securities laws of any other jurisdiction or, in the opinion of counsel for Company, registration is not required under the 1933 Act, the Arizona Act or any applicable securities laws of any other jurisdiction as the result of available exemptions.

(f) The Member owns its Membership Interest free and clear of any contract, option, lien or encumbrance, other than by virtue of this Agreement and presently has the right and will have the right in the future to transfer the Membership Interest pursuant to this Agreement.

5.7 Conflicts of Interest/No Exclusive Duty to Company.

(a) Neither the Members nor the Administrative Member shall be required to manage the Company as their sole and exclusive function, and they may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of any Member or to the income or proceeds derived therefrom. A Member, including an Administrative Member, does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interest.

(b) Members shall account to the Company and hold as trustee for it, any Property, profit, or benefit derived by the Member, without the consent of the other Members, in the conduct and winding up of the Company business or from a use or appropriation by the Member of Company property including information developed exclusively for the Company and opportunities expressly offered to the Company.

5.8 Action by Members Without a Meeting. Any action required or permitted to be taken by the Members hereunder shall be considered authorized by the Members if the action is evidenced by one or more written consents describing the action taken, signed by such number or percentage of the Members as is sufficient to take or approve the action under this Agreement, and delivered to the Company for inclusion in the minutes or for filing with the Company records. Action taken under this Section 5.8 is effective when all Members sufficient to vote and approve the action under this Agreement have signed the consent, unless the consent specifies a different effective date.

5.9 Waiver of Notice. When any Notice is required to be given to any Member, a waiver thereof in writing signed by the person entitled to such Notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such Notice.

5.10 Compensation. The salaries and other compensation of any Member of the Company shall be fixed from time to time by a Unanimous Vote of the Members.

5.11 Approval of Sale of All Assets. In the event there is more than one (1) Member, the Members shall have the right, by Unanimous Vote of the Members, to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets.

5.12 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or Distributions, except as specifically provided for herein; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) from a Member to the Company.

ARTICLE 6. Administrative Member

6.1 Administrative Member. Without limiting the generality of Section 5.1, the ordinary and usual decisions concerning the business affairs of the Company shall be made by the Administrative Member. The Administrative Member shall be a Member of the Company. The initial Administrative Member shall be TAMARA MORKEN.

6.2 Term of Office as Administrative Member. The Administrative Member shall serve until the earlier of the Administrative Member's death (if an individual), resignation or removal. An Administrative Member may resign at any time upon giving Notice to the Members. In addition, an Administrative Member may be removed, with or without cause, by a Majority Vote of the Members. The resignation of any Administrative Member shall take effect upon such Notice, or upon a later time specified in such Notice. The resignation or removal of an Administrative Member shall not affect the Membership Interest of the Administrative Member that has resigned or been so removed. Any new Administrative Member shall be appointed by a Majority Vote of the Members, including the Administrative Member that has been removed if such Administrative Member has been removed without cause.

6.3 Rights and Duties of Administrative Member. Without limiting the generality of Section 5.1, as a matter of mutual convenience, certain decisions of the Members with respect to the day-to-day management and operation of the Company's business shall be the responsibility

of the Administrative Member. In this regard, in addition to the rights and obligations of the Administrative Member provided for elsewhere in this Agreement, the Members hereby delegate authority to the Administrative Member to accomplish the following:

- (a) Employ, supervise, and coordinate on behalf of the Company, all attorneys, accountants, and managing agents and other necessary professionals and personnel;
- (b) Obtain property, liability and other insurance for the protection of the Company, the Members and the Property;
- (c) Purchasing and maintaining supplies, inventory, stock, fixtures and other items determined necessary or beneficial for the operation of the business of the Company, provided, however, that any expenditure exceeding \$10,000 shall require approval by a Unanimous Vote of the Members.
- (d) Applying for and maintaining all licenses in connection with the operation of the business of the Company, including restaurant and liquor licenses, and transaction privilege tax licenses.
- (e) Pay all bills, invoices and expenses properly incurred by and on behalf of the Company;
- (f) Keep all books of account and other records required by the Company, keep vouchers, statements, receipted bills and invoices and all other records, covering all collections, disbursements and other data in connection with the Company;
- (g) Filing appropriate returns and paying when due all taxes, including income taxes, withholding taxes and sales taxes to federal and state authorities in connection with the Business of the Company;
- (h) Defend, compromise and settle those claims against the Company which individually do not exceed Ten Thousand Dollars (\$10,000);
- (i) Perform such other acts as are set forth herein or as are reasonably necessary or appropriate in connection with the Company's day-to-day business operations.

6.4 Bank Accounts. The Administrative Member may from time to time open bank accounts in the name of the Company, and determine who may be the signatory thereon. All funds of the Company shall be deposited or invested in Company's name. Withdrawals of funds from Company accounts shall be made on the signature as the Administrative Member may approve from time to time.

ARTICLE 7.
Accounting and Records

7.1 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Administrative Member in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained as provided under the Act. The books and records shall at all times be maintained at the Principal Office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives during reasonable business hours. The Administrative Member shall provide all Members with those information returns required by the Code and the laws of any state in which the Company is doing business.

7.2 Member's Capital Account. The Administrative Member shall maintain a record of Capital Account for each Member in accordance with Article 9.

7.3 Method of Accounting. Books and records of account shall be maintained on the Company's Method of Accounting.

ARTICLE 8.
Tax Matters

8.1 Federal Income Tax Treatment. For federal income tax purposes, the Company (a) shall be disregarded as an entity separate from the Member for so long as all Membership Interests are held by a single Member, and (b) shall be treated as a partnership during any period in which the Membership Interests are held by two (2) or more Persons.

8.2 Organization Expenses. Organization Expenses incurred by any Member with respect to the Company shall be reimbursed by the Company. The Company shall amortize Organizational Expenses in accordance with § 709 of the Code.

8.3 Knowledge of Tax Consequences. The Members are aware of the income tax consequences and economic impact of the allocations made and amounts receivable by them under this Agreement. The Members hereby agree to be bound by the provisions of this Agreement in reporting their shares of Company income and loss for income tax purposes.

8.4 Returns and Other Elections. The Administrative Member shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Income tax returns shall be prepared based on the Company's Method of Accounting. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's Tax Year. The Administrative Member, in its sole discretion, may make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having Taxing Jurisdiction over the Company. Upon the transfer of an interest in the Company as permitted under the provisions of this Agreement, or in the event of the death of a Member, the Company

shall elect, pursuant to § 754 of the Code, to adjust the basis of the Company's property and the Capital Account of the affected Member as allowed by § 734(b) and § 743(b) of the Code at the request of the transferee of such Member's Percentage Interest.

8.5 Tax Matters Member. The Administrative Member shall be the initial "tax matters partner" of the Company pursuant to § 6231(a)(7) of the Code ("Tax Matters Member"). The Tax Matters Member shall take such action as may be necessary to cause each other Member to become a "notice partner" within the meaning of § 6223 of the Code. The Tax Matters Member may not take any action contemplated by §§ 6222 through 6231 of the Code without the Unanimous Vote of the Members.

ARTICLE 9. Contributions and Capital Accounts/Loans

9.1 Initial Contributions. Each Initial Member shall make an Initial Capital Contribution in an amount agreed to by the Members, which amount shall be reflected on the books and records of the Company.

9.2 Additional Capital Contributions. Each Member hereby agrees, upon the Unanimous Vote of the Members, to make Additional Capital Contributions in the amount agreed to by the Members to pay the obligations of the Company. The obligation to make Additional Capital Contributions shall be a personal obligation of each Member and shall be enforceable by the Company and each of its Members. The obligation to contribute shall be solely for the benefit of the Members and no creditor or Non-Member shall have a right to enforce the provisions of this Section 9.2. The right of a Member to enforce this Section 9.2 may not be assigned voluntarily or by operation of law. The failure of a Member to make Additional Capital Contributions as agreed upon pursuant to this Section 9.2 shall constitute a breach of this Agreement.

9.3 Capital Accounts. A separate Capital Account shall be maintained for each Member in accordance with the applicable provisions of the Regulations as follows:

(a) Each Member's Capital Account shall be credited with the Gross Asset Value of any Property that is contributed by such Member, such Member's other Capital Contributions, such Member's distributive share of Net Profits allocated to such Member in accordance with the provisions of this Agreement, any items in the nature of income or gain that are specially allocated pursuant to Section 10.6, and the amount of any Company liabilities that are assumed by such Member or that are secured by any Company Property distributed to such Member.

(b) Each Member's Capital Account shall be debited by the amount of cash distributed to such Member in accordance with this Agreement, the Gross Asset Value of any other Company Property distributed to such Member pursuant to any provision of this Agreement, such Member's distributive share of Net Losses allocated to such Member in accordance with this Agreement, any items in the nature of expenses or losses that are specially allocated pursuant to Section 10.6, and the amount of any liabilities of such Member that are

assumed by the Company or that are secured by any property contributed by such Member to the Company.

(c) In the event any Membership Interest is subject to a Disposition in accordance with the terms of this Agreement, the transferee of such Interest shall succeed to the Capital Account to the extent it relates to the transferred Membership Interest.

(d) In the event the Gross Asset Values of the Company assets are adjusted pursuant to this Agreement, the Capital Accounts of all Members shall be adjusted simultaneously to reflect the aggregate net adjustment, as if the Company had recognized gain or loss equal to the amount of such aggregate net adjustment and the resulting gain or loss had been allocated among the Members in accordance with this Agreement.

9.4 Interpretation and Changes. The provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with the Code and applicable Regulations and shall be interpreted and applied in a manner consistent therewith. In the event the Administrative Member shall determine, after consultation with Company counsel, that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto are allocated or computed, in order to comply with such applicable federal tax law, the Administrative Member shall make such modification without the consent of any other Members, provided the Administrative Member determines in good faith that such modification is not likely to have a material adverse effect on the amounts properly distributable to any Member upon the termination of the Company and that such modification will not increase the liability of any Member to third parties.

9.5 Interest On and Return of Capital Contributions. No Member shall be entitled to interest on the Member's Capital Contribution or to the return of the Member's Capital Contribution, except as otherwise specifically set forth in this Agreement.

9.6 Loans. From time to time, a Member may lend or advance money to the Company. If a Member shall make any such loan(s) to the Company or advance money on its behalf, the amount of any such loan or advance shall not be treated as a Capital Contribution but shall be a debt due from the Company. Any other provision of this Agreement notwithstanding, the amount of any such loan or advance by a Member shall bear interest at such rate and be repayable upon such terms as are approved by a Unanimous Vote of the Members.

ARTICLE 10. Allocations and Distributions

10.1 Allocations of Net Profits and Net Losses. Except as set forth in this Article 10, all Net Profits, Net Losses, and other items of income, gain, loss, deduction and credit shall be allocated among the Members in proportion to their Percentage Interests.

10.2 Interim Distributions. From time to time, but not less frequently than quarterly, the Members shall determine by Unanimous Vote to what extent, if any, the Company's Money on hand exceeds the current and reasonably anticipated needs, including, without limitation, needs for operating expenses, debt service, acquisitions, reserves, and mandatory Distributions under Section 10.3, if any. For purposes of this Section 10.2, "reserves" shall mean funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Members for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business. To the extent such excess exists, the Company may make Distributions to the Members. In the event such Distributions are made to the Members, such Distributions shall be in proportion to the Members' Percentage Interests on the record date of any such Distribution. Such Distributions shall be in Money or Property (which need not be distributed proportionately) or partly in both, as determined by the Unanimous Vote of the Members.

10.3 Distributions For Taxes. Unless otherwise agreed by Unanimous Vote, to provide for Members' payment of federal and state income tax liabilities incurred due to the pass-through of taxable income, the Company shall distribute Money to each Member at least annually and to the extent permitted by law, at least equal to the product of the Net Profits of the Company allocated to such Member, multiplied by the sum of the highest marginal federal and state income tax rates then applicable. In the event that the Company should incur a Net Loss for any Tax Year, then, for purposes of this computation, such Net Loss shall be deducted from and shall offset the net taxable income realized by the Company for the next Tax Year(s) until exhausted for purposes of determining the Distribution under this Section 10.3.

10.4 Limitation Upon Distributions. Subject to Section 14.3, no Distribution shall be declared and paid unless under the terms of this Agreement, if after the Distribution is made, the assets of the Company are in excess of all liabilities of the Company, except liabilities to Members on account of their Capital Contributions.

10.5 Allocation in the Event of Transfer of Membership Interest. In the event Additional or Substituted Members are admitted to the Company, the Net Profits and Net Losses and other items allocated in this Article 10, allocated to the Members for the Tax Year shall be allocated among them in accordance with Code § 706, using any convention permitted by law and selected by the Members.

10.6 Special Allocations.

(a) Qualified Income Offset. In the event any Member, in such capacity, unexpectedly receives any adjustments, allocations or distributions described in Regulation §§ 1.704-1(b)(2)(ii)(d)(4) (regarding depletion deductions), 1.704-1(b)(2)(ii)(d)(5) (regarding certain mandatory allocations under Regulations regarding family partnerships, the so-called varying interest rules, or certain in-kind distributions), or 1.704-1(b)(2)(ii)(d)(6) (regarding certain distributions, to the extent they exceed certain expected offsetting increases in a Member's Capital Account), items of Company income and gain shall be specially allocated to such Members in an amount and a manner sufficient to eliminate, as quickly as possible, the deficit balances in the Member's Capital Account created by such adjustments, allocations or distributions. Any special allocations of items of income or gain pursuant to this subsection (a)

shall be taken into account in computing subsequent allocations of Net Profits pursuant to this Article 10, so that the net amount of any items so allocated and the Net Profits, Net Losses or other items allocated to each Member pursuant to this Article 10 shall, to the extent possible, be equal to the net amount that would have been allocated to each such Member pursuant to this Article 10 as if such unexpected adjustments, allocations or distributions had not occurred.

(b) Section 704(c) Allocations. In accordance with § 704(c) of the Code and the applicable Regulations thereunder, income, gain, loss, and deduction with respect to any Property contributed to the capital of the Company, shall, solely for 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 Gross Asset Value. In the event the Gross Asset Value of any Company property is adjusted pursuant to this Agreement, subsequent allocations of income, gain, loss, and deduction with respect to such asset shall take into account any variation between the adjusted basis of such asset for federal income tax purposes and its Gross Asset Value in the same manner as under § 704(c) of the Code and the Regulations. Any elections or other decisions relating to such allocations shall be made by the Administrative Member in any manner that reasonably reflects the purpose of this Agreement. Allocations made pursuant to this subsection (b) are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profits, Net Losses, other items, or Distributions pursuant to any provision of this Agreement.

(c) Other Allocations. The Administrative Member, upon a Majority Vote of the Members, shall make such other special allocations as are required in order to comply with any mandatory provision of the applicable Regulations or to reflect a Member's economic interest in the Company determined with reference to such Member's right to receive Distributions from the Company and such Member's obligation to pay its expenses and liabilities.

ARTICLE 11.

Disposition of Membership Interests

11.1 Restrictions on Transferability. Without the Unanimous Vote of the Members, no Member shall have any right to retire or withdraw voluntarily from the Company or to sell, transfer or assign a Membership Interest or to voluntarily commit an act that constitutes an Event of Dissociation.

11.2 Permitted Transfers. Notwithstanding the provisions of Section 11.1, a Member may transfer a Membership Interest to a Permitted Transferee without Unanimous Vote. Notwithstanding the fact that a Member may be a Permitted Transferee or that there may be a subsequent transfer to another Permitted Transferee, the transferor shall remain the "Member" for all purposes under Articles 5 and 6 until the Permitted Transferee is admitted as a Member as set forth in Article 13.

11.3 Right of First Refusal. The Membership Interest of each Member shall at all times be subject to a right of first refusal, in favor of the remaining Members, on the following terms and conditions:

(a) In the event that any Member ("Selling Member"), having received a bona fide written offer ("Third Party Offer") from a Person financially capable of carrying out the terms of such offer ("Offeror"), desires voluntarily to dispose of its Membership Interest, or any interest therein (the "First Refusal Interest"), the Selling Member, as a condition to the acceptance of the Third Party Offer, shall give Notice ("First Refusal Notice") to the remaining Member ("Offeree Member") of the existence and terms of the Third Party Offer. The First Refusal Notice shall contain a true and correct copy of the Third Party Offer and shall constitute an irrevocable offer (the "First Refusal Offer"), on the part of the Selling Member, to dispose of the First Refusal Interest for the consideration and upon the terms and conditions set forth in the Third Party Offer.

(b) The Offeree Member shall be entitled, by Notice given within thirty (30) days of the expiration of such period (the "Members First Refusal Period"), to accept the First Refusal Offer. In the event the First Refusal Offer is timely accepted as to all of the First Refusal Interest, the Offeree Member that has accepted the First Refusal Offer shall acquire the First Refusal Interest from the Selling Member for the consideration and upon the terms and conditions set forth in the Third Party Offer.

(c) If the Offeree Member fails to timely accept the First Refusal Offer, the First Refusal Offer will automatically expire and the Selling Member will be entitled, during the period of one hundred twenty (120) days following the date of the First Refusal Notice, to dispose of the First Refusal Interest for the consideration and upon terms and conditions substantially as set forth in the Third Party Offer. In the event the Selling Member fails, for any reason, to dispose of the First Refusal Interest within such one hundred twenty (120) day period, the Selling Member shall not thereafter Dispose of its Membership Interest, or any interest therein, without first having complied with the first refusal provisions of this Section.

11.4 Dispositions Not in Compliance With This Article Void. Any attempted Disposition of a Membership Interest, or any part thereof, not in compliance with this Article, at the option of the Company, shall be null and void. The decision of the Company under this Section 11.4 shall be made by the Unanimous Vote of all Remaining Members who have not purported to dispose of their Membership Interests in violation of this Article 11.

ARTICLE 12. Dissociation of a Member

12.1 Dissociation. A Member shall cease to be a Member, and shall dissociate from the Company, upon the occurrence of any of the following (each an "Event of Dissociation"):

(a) The withdrawal of a Member by giving Notice to the Administrative Member. Such withdrawal shall be effective thirty (30) days after giving Notice to the Administrative Member;

(b) A Member becomes a Bankrupt Member;

(c) In the case of a Member who is a natural person, the death of the Member or the entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage such Member's personal estate;

(d) In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the Company;

(e) In the case of a Member that is an Organization, the filing of a Certificate of Dissolution, or its equivalent, for the Organization, or the revocation of its charter or legal status to operate its business;

(f) In the case of a Member that is acting as a Member by virtue of being a trustee of a trust, the termination of the trust and the distribution of the trust's entire interest in the Company, but not merely the substitution of a new trustee.

12.2 Rights of Dissociating Member.

(a) Upon an Event of Dissociation which results in a dissolution and winding up of the Company under Article 14, the Member shall be entitled to participate in the winding up of the Company to the same extent as any other Member except that any Distributions to which the Member would have been entitled shall be reduced by the damages sustained by the Company as a result of the dissolution and winding up.

(b) Upon an Event of Dissociation which does not result in a dissolution and winding up of the Company under Article 14, the Dissociated Member, or such Member's Successor In Interest, shall have the rights of an Assignee pursuant to Section 13.1;

(c) Notwithstanding anything to the contrary contained herein, in the event a Member becomes a Bankrupt Member or voluntarily commits or causes to occur any other Event of Dissociation without the consent of the Remaining Members by a Unanimous Vote, the Dissociated Member shall be liable to the Company and the Remaining Members as a result of such Event of Dissociation.

ARTICLE 13.

Admission of Assignees and Additional Members

13.1 Rights of Assignees. The Assignee of a Membership Interest has no right to participate in the management of the business and affairs of the Company or to become a Member. The Assignee is only entitled to receive the Distributions and to be allocated the Net Profits, Net Losses and other items of income, gain, loss, deduction and credit attributable to the assigned Membership Interest.

13.2 Admission of Substitute Members. An Assignee of a Membership Interest shall be admitted as a Substitute Member and admitted to all the rights of the Member who initially assigned the Membership Interest only upon the Unanimous Vote of the Members. The Administrative Member and Members may grant or withhold the approval of such admission in their sole and absolute discretion. If so admitted, the Substitute Member has all the rights and

powers and is subject to all the restrictions and liabilities of the Member originally assigning the Membership Interest. The admission of a Substitute Member shall not release the Member originally assigning the Membership Interest from any liability to Company that may have existed prior to the approval.

13.3 Admission of Permitted Transferees. The provisions of Section 13.2 notwithstanding, the Membership Interest of any Member shall be transferrable without the consent of the Administrative Member or any of the Members if the Transferee is a Permitted Transferee. Any such Permitted Transferee shall be admitted as a Substitute Member, whereupon all other terms and conditions of Section 13.2 shall apply which are not inconsistent with this Section 13.3.

13.4 Admission of Additional Members. After the formation of the Company, any Person acceptable to all of the Members may become a Member of the Company for such consideration as the Members by their Unanimous Vote shall determine. No new Members shall be entitled to any retroactive allocation of Net Profits, Net Losses, income, gain or deductions incurred by the Company. The Administrative Member may, at the time an additional Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of Net Profits, Net Losses, gain, income and deductions to an additional Member for that portion of the Company's tax year in which an additional Member was admitted in accordance with the provisions of § 706(d) of the Code and the Regulations promulgated thereunder.

ARTICLE 14. Dissolution and Winding Up

14.1 Dissolution. The Company shall be dissolved and its affairs wound up, upon the first to occur of the following events (each, an Event of Dissolution):

- (a) The Unanimous Vote of all of the Members;
- (b) The entry of a decree of dissolution under Act § 29-785; or
- (c) An Event of Dissociation of the last Remaining Member, unless all Assignees within ninety (90) days after such event consent to admit at least one (1) Member pursuant to Act § 29-731B.4.

14.2 Effect of Filing of Dissolving Statement. As soon as possible following the occurrence of any Event of Dissolution, a representative of the Company shall execute and file a Notice of Winding Up with the Arizona Corporation Commission. Upon the dissolution of the Company, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until Articles of Termination have been filed with the Arizona Corporation Commission or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

14.3 Winding Up, Liquidation and Distribution of Assets.

(a) Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Members (or a liquidating trustee or agent appointed by all Successors In Interest in the absence of any Remaining Members (the "Liquidating Agent")) shall immediately proceed to wind up the affairs of the Company.

(b) If the Company is dissolved and its affairs are to be wound up, the Members (or the Liquidating Agent, as the case may be) shall (1) sell or otherwise liquidate all of the Company's assets as promptly as practicable (except to the extent the Members (or the Liquidating Agent) may determine to distribute any assets to the Members or the Members' respective Successors In Interest in kind), (2) allocate any Net Profit or Net Loss resulting from such sales to the Members' Capital Accounts in accordance with Article 10, (3) discharge all liabilities of the Members (other than liabilities to Members), including all costs relating to the dissolution, winding up, and liquidation and Distribution of assets, (4) establish such reserves as may be reasonably necessary to provide for contingent liabilities of the Company (for purposes of determining the Capital Accounts of the Members, the amounts of such reserves shall be deemed to be an expense of the Company), (5) discharge any liabilities of the Company to the Members other than on account of their interests in Company capital or Net Profits, and (6) distribute the remaining assets as set forth below.

(i) If any assets of the Company are to be distributed in kind, the net fair market value of such assets as of the date of dissolution shall be determined by independent appraisal or by agreement of a Majority of the Members. Such assets shall be deemed to have been sold as of the date of dissolution for their fair market value, and the Capital Accounts of the Members shall be adjusted pursuant to the provisions of Article 10 and Section 9.3 to reflect such deemed sale.

(ii) The positive balance of each Member's Capital Account as determined after taking into account all Capital Account adjustments for the Company's Tax Year during which the liquidation occurs, shall be distributed to the Members, either in cash or in kind, as determined by the Members, with any assets distributed in kind being valued for this purpose at their fair market value. Any such Distributions to the Members in respect of their Capital Accounts shall be made in accordance with the time requirements set forth in § 1.704-1(b)(2)(ii)(b)(2) of the Regulations.

(c) Notwithstanding anything to the contrary in this Agreement, upon a liquidation within the meaning of § 1.704-1(b)(2)(ii)(g) of the Regulations, if any Member has a negative deficit Capital Account balance (after giving effect to all contributions, Distributions, allocations and other Capital Account adjustments for all s, including the year during which such liquidation occurs), such Member shall have no obligation to make any contribution to the capital of the Company, and the negative balance of such Member's Capital Account shall not be considered a debt owed by such Member to the Company or to any other person for any purpose whatsoever.

(d) Upon completion of the winding up, liquidation and Distribution of the assets, the Company shall be deemed terminated.

(e) The Members shall comply with any applicable requirements of applicable law pertaining to the winding up of the affairs of the Company and the final Distribution of its assets.

14.4 Articles of Termination. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining Property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, Articles of Termination shall be delivered to the Arizona Corporation Commission for filing pursuant to the Act.

14.5 Return of Contribution Non-Recourse to Other Members. Except as provided in Section 9.2 and by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his or her Capital Contribution. If the Property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the cash or other property contribution of one or more Members, such Member or Members shall have no recourse against any other Member.

ARTICLE 15. Miscellaneous Provisions

15.1 Acknowledgment or Disclaimer of Spouse. Each married Member agrees that such Member shall (unless his or her spouse is already a party hereto) obtain his or her spouse's signature on either an Acknowledgment and Agreement of Member's Spouse in the form of Exhibit A attached hereto or a Disclaimer of Interest in the form of Exhibit B attached hereto, and shall deliver such executed document to the Company simultaneously with the Member's execution of this Agreement. Any Member contemplating marriage during the term of this Agreement shall obtain the signature of his or her future spouse on a form similar to either Exhibit A or Exhibit B and deliver such executed form to the Company no later than ten (10) days prior to the marriage.

15.2 Amendment or Modification of Operating Agreement. This Agreement may be amended or modified from time to time only by a written instrument adopted and approved by a Majority Vote of the Members.

15.3 Application of Arizona Law. This Agreement and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona.

15.4 Arbitration Any dispute between the Parties under this Agreement which cannot be resolved within thirty (30) days of the date the dispute arose, shall be resolved by arbitration in Phoenix, Arizona. Arbitration shall be conducted in accordance with the procedures set forth in the Arizona Uniform Arbitration Act, A.R.S. §12-1501, et seq., subject, however, to the following:

(a) The Parties each waive their respective rights to seek a judicial determination of whether a Party is in breach or in default of any provision under this Agreement. The requirement that such disputes be resolved through arbitration pursuant to this Section 15.4 shall constitute an absolute defense to any court action filed by one of the Parties hereto against the other and shall enable the Party against whom such action is filed to cause such action to be dismissed or set aside at any time.

(b) Pleadings will be in accordance with the Arizona Rules of Civil Procedure, except that service of the Complaint will be accomplished, and will be effective, upon delivery, by courier or overnight mail, to the Parties at their respective business addresses;

(c) The arbitrator will be selected by mutual agreement of the parties to the dispute, provided that, if the parties cannot so agree, each party will select a neutral third party to act as nominator and the nominators so selected will select the arbitrator by mutual agreement;

(d) Discovery and disclosure shall be in accordance with, and subject to the provisions of, the Arizona Rules of Civil Procedure;

(e) At least five (5) business days prior to the commencement of the arbitration hearing, each Party shall provide to the other and the arbitrator a statement of their respective positions respecting the dispute in question and a list of any witnesses which each Party expects to testify at such hearing on his or its behalf. The arbitration hearing shall grant the Parties the right to conduct discovery in accordance with the Arizona Rules of Civil Procedure and submit evidence, with the privilege of cross-examination on the question at issue. The arbitrator shall deliver a written determination within then (10) days following the arbitration hearing;

(f) All fees of the arbitrator and appellate arbitrator, if any, shall be advanced by one-half by the Party initiating arbitration and one-half by the Party or Parties named as respondents in the Complaint;

(g) The prevailing Party shall be entitled to recover its reasonable attorneys' fees, expert witness fees and shares of fees paid to the arbitrator and appellate arbitrator pursuant to Section 15.4(f).

(h) The arbitrator shall have the authority to award any remedy of relief that a court of the State of Arizona could order or grant, including, without limitation, specific performance of any obligation created under this Agreement, the issuance of an injunction, or the imposition of sanctions for abuse or frustration of the arbitration process.

15.5 Conflict Between Act and Agreement. In the event there is a conflict between the terms of the Act and this Agreement, the terms of this Agreement shall control unless the Act specifically states that such terms cannot be changed by agreement.

15.6 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa; and the word "person" or "party" shall include a corporation, firm, partnership, proprietorship or other form of association.

15.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

15.8 Entire Agreement. This Agreement represents the entire agreement among all the Members and between the Members and the Company.

15.9 Execution of Additional Instruments and Necessary Acts. Each Member hereby agrees to perform all acts to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations and to be reasonably necessary to carry out the provisions of this Agreement.

15.10 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

15.11 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

15.12 Incorporation by Reference. Every Schedule and Exhibit attached to the Agreement and referred to herein is incorporated in this Agreement by reference.

15.13 Notices. All notices required or permitted to be given hereunder must be in writing and shall be effective upon delivery if delivered personally (which includes notices delivered by messenger, telephone facsimile or overnight courier) or, if given by mail, three (3) calendar days after mailing, by certified mail, return receipt requested, postage prepaid. Unless Notice of a change of address is given to the Administrative Member and all other Members by any Member or other addressee, Notices shall be sent (a) if to the Company, to the Principal Office or to facsimile number, and (b) if to a Member or Administrative Member, to the respective address and/or facsimile number set forth in Article 4.

15.14 References. Unless otherwise specifically set forth herein, all reference herein to Articles, Sections, Schedules and Exhibits in this Agreement shall be to those Articles, Sections, Schedules and Exhibits described or referenced in this Agreement.

15.15 Rights and Remedies Cumulative. 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 the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.16 Rights of Creditors and Third Parties Under Agreement. This Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other Person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this

Agreement or any agreement between the Company and any Member with respect to any Capital Contribution or otherwise.

15.17 Severability. If any provision of this Agreement or the application to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application shall not be affected and shall be enforceable to the fullest extent permitted by law.

15.18 Specific Performance. The parties hereto agree that failure to perform the obligations and observe the restrictions provided by this Agreement will result in irreparable damage to the non-defaulting Members and hereby consent to the entering of an order by any competent court commanding the specific performance of any and all such obligations or prohibiting the violation of any and all such restrictions.

15.19 Time. Time is of the essence of each and every provision of this Agreement.

15.20 Time Periods. All time periods contained herein shall refer to calendar days, except when specific reference is made to business days. Should any time period contained herein expire on a Saturday, Sunday or legal holiday, then such period shall be extended to the first subsequent day that is not a Saturday, Sunday or legal holiday.

15.21 Waiver of Action for Partition. Each Member irrevocably 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 property of the Company.

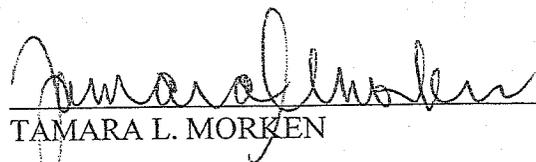
15.22 Waivers. The failure of any party to insist upon strict performance of any condition, promise, agreement or understanding set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same or any other condition, promise, agreement or understanding at a future time.

IN WITNESS WHEREOF, the Initial Members have signed this Agreement as of the date first set forth above.

MEMBER:



STEVEN W. MORKEN



TAMARA L. MORKEN

'12 FEB 29 10:21 AM

LIST OF SCHEDULES AND EXHIBITS

SCHEDULE 1 - Schedule of Percentage Interests

SCHEDULE 1

SCHEDULE OF PERCENTAGE INTERESTS

The following shall be the Percentage Interests of the Members of the Company:

<u>Name of Member</u>	<u>Percentage Interest</u>
Steven W. Morken P.O. Box 90 Pine, Arizona 85544 Phone: (602) 527-2886	50%
Tamara L. Morken P.O. Box 90 Pine, Arizona 85544 Phone: (602) 909-4790	50%

*12 FEB 29 Lic. Lic. #1021

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

AC 116979
P

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLEC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLEC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted. The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

03043003
Liquor License #
11043006

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)
Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: Morken Tamara Lynne Date of Birth: [REDACTED]
Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: Phoenix AZ USA Height: 5'5" Weight: 130 Eyes: BR Hair: BR
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 602-909-4790

6. Name of Current or Most Recent Spouse: Morken Steven Wade Date of Birth: [REDACTED]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: [REDACTED]

8. Telephone number to contact you during business hours for any questions regarding this document. 602-527-2880
602-909-4790 2m

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Rimside Grill & Cabins Premises Phone: 602-909-4790
That Brewery

11. Physical Location of Licensed Premises Address: 3270 N Hwy 87 Pine Gila AZ 85544
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
4/04	CURRENT	Owner	Rimside Grill & Cabins 3270 N Hwy 87 Pine AZ 85544

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
October 2007	CURRENT	OWN	3675 N. Hwy Tall Pine Lane	Pine	AZ	85544
05/04	10/07	OWN	3270 N. Hwy 87, Pine AZ	Pine	AZ	85544

If you checked the Manager box on the front of this form skip to # 15

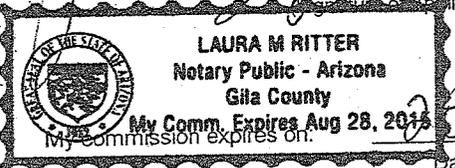
14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 4-6 and answer #14a below. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. [REDACTED] EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to [REDACTED] is "YES" YOU MUST [REDACTED]
Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

Tamara Lynne Morken, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

Tamara Lynne Morken
(Signature of Applicant)

State of AZ County of Gila



23 Aug 2015
Day Month Year

The foregoing instrument was acknowledged before me this
28 day of Feb, 2012
Month Year
Laura M Ritter
(Signature of NOTARY PUBLIC)

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.
The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

_____ day of _____ Month Year

X _____
Signature of Controlling Person or Agent (circle one)

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

Signed Statement

#19 yes

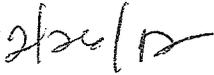
Tamara Lynne Morken

I currently have a Series 11 license at the same premises.

I am applying for an additional license for the Microbrewery - Series #3 license.



Tamara Lynne Morken





ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: ~~11043006~~ 03043003

Ownership Name: ~~Tamara Lynne Morken~~ HTNB Ventures, LLC (as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Tamara Lynne Morken DATE 2/26/12
TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [] RENEWAL
TYPE OF LICENSE Series 3 Microbrewery

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

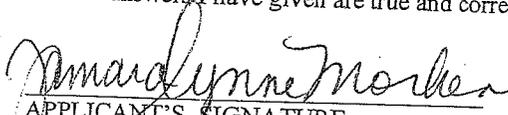
Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: passport

- A. Are you a citizen or national of the United States? (check one) [X] Yes [] No
B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City Phoenix State (or equivalent) Arizona Country or Territory US

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

SECTION IV — DECLARATION

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.


APPLICANT'S SIGNATURE


TODAY'S DATE

Attachment to Form 1 Applicant Statement

EVIDENCE OF U.S. CITIZENSHIP, U.S NATIONAL STATUS, OR ALIEN STATUS

LIST A: U.S. CITIZEN OR U.S. NATIONAL

Note: In this List, the term "Service" refers to the U.S. Citizenship and Immigration Service, formerly, the U.S. Immigration and Naturalization Service (INS).

[Source: Proposed Rules, Verification of Eligibility for Public Benefits, 8 CFR § 104.23; 63 FR 41662-01 August 4, 1998); and Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

Evidence showing U.S. citizen or U.S. national status includes the following:

a. Primary Evidence:

- (1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);
- (2) United States passport;
- (3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);
- (4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;
- (5) Form N-561, Certificate of Citizenship;
- (6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);
- (7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);
- (8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or
- (9) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

[Source: Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

b. Secondary Evidence

If the applicant cannot present one of the documents listed in (a) above, the following may be relied upon to establish U.S. citizenship or U.S. national status:

- (1) Religious record recorded in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction) within three 3 months after birth showing that the birth occurred in such jurisdiction and the date of birth or the individual's age at the time the record was made;

*12 FEB 29 11 47 AM '07

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

03043003
Liquor License #
11043006
(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager

2. Name: Marken Steven Wade Last First Middle Date of Birth: [Redacted] (NOT a Public Record)

3. Social Security Number: [Redacted] Drivers License: [Redacted] State: AZ (NOT a public record)

4. Place of Birth: Kalispell MT USA Height: 5'8" Weight: 150 Eyes: Blu Hair: BL City State Country (not county)

5. Marital Status Single Married Divorced Widowed Daytime Contact Phone: 602-527-2886

6. Name of Current or Most Recent Spouse: Marken Tamara Lynne Willis Last First Middle Maiden Date of Birth: [Redacted] (List all for last 5 years - Use additional sheet if necessary) (NOT a public record)

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 10/84

8. Telephone number to contact you during business hours for any questions regarding this document. 602-527-2886 on

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Riverside Grill & Cabins THAT Brewery Premises Phone: 928-476-3349

11. Physical Location of Licensed Premises Address: 3270 N Highway 87 Pine, AZ 85544 Street Address (Do not use PO Box #) City County ZIP

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
6/04	CURRENT	Restaurant Owner	Riverside Grill 3270 N Highway 87 Pine, AZ 85544

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
OCT 2007	CURRENT	OWN	3675 N. Tall Pine Lane	Pine	AZ	85544
5/04	10/07	OWN	3270 N Hwy 87	Pine	AZ	85544

If you checked the Manager box on the front of this form skip to # 15

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
If you answered YES, how many hrs/day? 4, and **answer #14a below**. If NO, skip to #15.
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)? YES NO

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? YES NO

17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO

18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO

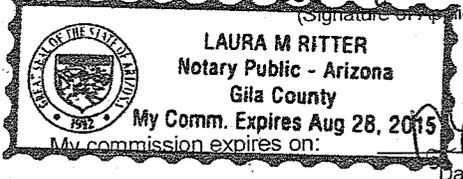
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach signed statement. Give complete details including dates, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. Steven Wade Morken, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

[Signature]
(Signature of Applicant)

State of AZ County of Gila



28 Day Aug Month 2015 Year

The foregoing instrument was acknowledged before me this 20 day of Feb 2012.
Month Year
[Signature]
(Signature of NOTARY PUBLIC)

12 FEB 29 09P. LIG. NM1122

COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license. The manager named must be at least 21 years of age.

State of _____ County of _____

The foregoing instrument was acknowledged before me this

X _____
Signature of Controlling Person or Agent (circle one)

_____ day of _____, _____
Month Year

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

*12 FEB 29 11:47. Lic. #10:22

Signed Statement

Question 15) "Yes"

On 3/6/98 I attended a spring training baseball game at the Oakland A's facility in Tempe, Arizona. I had a couple of beers during the game. Upon leaving the baseball game, I made a wrong turn onto a one-way street causing a multiple car accident at the intersection. I was unfamiliar with the area and the traffic was quite confusing leaving the baseball facility.

After the Tempe police arrived, I was questioned and given a sobriety test at the scene of the accident. At that time, I was arrested by Officer D.A. Yennie for charges ARS 28-1381.A.1, ARS 28-1381.A.2, and ARS 28-772 all of which were misdemeanors. On 6/19/1998 all 3 charges were dismissed and I plead guilty to ARS 28-693A (reckless driving), which was also a misdemeanor. The sentence included 6 months unsupervised probation terms 1, 8 and 22.

Question 19) "Yes"

I currently have a series 11 license at the same premises.

I am applying for an additional license for the microbrewery - series #3 license.



Steven Wade Morken
2/26/2012

Arizona Department of Liquor Licenses and Control
800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

LOCAL GOVERNING BODY RECOMMENDATION

CITY/TOWN OF N/A STATE APPLICATION # 03043003

COUNTY OF GILA, ARIZONA: CITY/TOWN/COUNTY # LL-12-02

ORDER # LL-12-02

At a regular meeting of the Board of Supervisors of the City/Town/County
(Regular or Special) (Governing Body)

of Gila held on the 3rd day of April, 2012 the
(Day) (Month) (Year)

application of Tamara L. Morken for a license to sell spirituous liquors at
the premises described in Application # LL-12-02, License Class Series 3 was
considered as provided by Title 4, A.R.S. as amended.

IT IS THEREFORE ORDERED that the APPLICATION of Tamara Lynne Morken for THAT Brewery
is hereby recommended for approval
(approval/disapproval)

a license to sell spirituous liquors of the class, and in the manner designated in the Application.

IT IS FURTHER ORDERED that a Certified Copy of this Order be immediately transmitted to the
Department of Liquor Licenses and Control, Licensing Division, Phoenix, Arizona.

CITY/TOWN/COUNTY CLERK

DATED AT _____

This _____ day of _____
(Day) (Month) (Year)

* Disabled individuals requiring special accommodations please call the Department