

## OPERATING AGREEMENT

This operating agreement ("Operating Agreement") for 500 West Victor, LLC, a(n) Utah limited liability company (the "Company") is dated April 26, 2021 (the "Effective Date") and is entered into between William Wirthlin (the "Manager"), as the initial manager of the Company and National Safe Harbor Exchanges, Inc., a California corporation (the "Sole Member"), as the sole member of the Company.

The parties agree as follows:

### ARTICLE I. LIMITED LIABILITY COMPANY

#### 1.01 Organization; Compliance; Tax Classification.

(a) Pursuant to the Utah limited liability company act, as it may be amended from time to time (the "Act"), the Company was formed as a Utah limited liability company effective upon the filing of the articles of organization, certificate of filing, or other prescribed documentation (collectively, the "Articles of Organization") with the Utah agency responsible for the registration of limited liability companies, as stated in the Act. The affairs of the Company will be governed by this Operating Agreement and the laws of the State of Utah. The Company will immediately, and from time to time hereafter as may be required by applicable law, execute any required amendments to its Articles of Organization, and do all filings, recordings and other acts as may be appropriate to comply with the operation of the Company under the Act.

(b) For federal and state income tax purposes, the Company will be treated as a single-member limited liability company recognized as a division or branch of the Sole Member and not as a separate income tax reporting entity.

(c) This Operating Agreement amends and restates any previous operating agreement of the Company.

1.02 Company Name; Property of the Company. The name of the Company will be "500 West Victor, LLC" or any other name as selected by Sole Member. All business of the Company will be conducted in the Company name. The Company will own and hold title to all of its property in the name of the Company.

1.03 Place of Business. The address of the office at which all of the records of the Company will be kept and the principal place of business of the Company will be as listed in the Articles of Organization, or at any other place or places within or outside the State of Utah as may be determined by the Sole Member.

1.04 Agent for Service of Process. The name and address of the agent for service of process on the Company will be as listed in the Articles of Organization, or as otherwise designated from time to time by the Sole Member.

1.05 Purpose. The business purpose of the Company will be limited to acquiring, owning, holding, leasing, financing, refinancing, and disposing real property and its associated personal property (the "Property") pursuant to the QEAA and any other lawful activity permitted under the Act.

1.06 Powers. The Company is authorized to engage in all activity permitted by the Act that is germane to the business purpose of the Company.

1.07 Term. The term of the Company commenced upon the filing of its Articles of Organization as provided in the Act and will continue until the Company is terminated under the provisions of ARTICLE VIII below.

1.08 **Nature of Sole Member's Interest in the Company.** The interest of the Sole Member in the Company is personal property. All other property owned by the Company will be deemed to be owned by the Company, as an entity, for other legal purposes (except income tax purposes).

1.09 **Definitions.** Capitalized words and phrases used in this Operating Agreement will have the meanings ascribed to them below:

"Act" has the meaning given in Section 1.01(a).

"Capital Contributions" means the amount of cash and any other property contributed to the Company by Sole Member from time to time.

"Interest" means the single membership interest in the Company, which is owned solely by Sole Member.

"Manager" has the meaning given in the introductory clause.

"Operating Agreement" means this written Operating Agreement, which Sole Member hereby declares will govern the operation of the Company.

"Person" includes any individual, general partnership, limited partnership, domestic or foreign limited liability company, corporation, trust, business trust, real estate investment trust, estate and other association.

"Property" has the meaning given in Section 1.05.

"Sole Member" has the meaning given in the introductory clause.

"QEAA" means the qualified exchange accommodation agreement bearing parking number PA-19-13555 to which the Company and Sole Member will become a party.

## ARTICLE II. CAPITAL CONTRIBUTIONS

Company will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

## ARTICLE III. DISTRIBUTIONS

During the term of the Company, any excess cash of the Company will be distributed periodically and solely to the Sole Member, at the Sole Member's sole discretion. Other than any fees due Company or Sole Member under the QEAA, no distribution will be declared and paid unless, after the distribution is made, the assets of the Company are in excess of all liabilities of the Company.

## ARTICLE IV. MANAGEMENT OF THE COMPANY

4.01 **Appointment of the Manager.** The Sole Member appoints the person(s) identified on the first page of this Agreement as the initial Manager of the Company. Sole Member has the authority at any time and from time to time to (i) remove a Manager from office and (ii) appoint a new Manager whenever there is a vacancy in the office of Manager.

4.02 **Authority of the Manager.** The business and affairs of the Company will be managed by the Manager or by third parties at the direction of the Manager. The Manager will have full and complete authority, power, and discretion to make any and all decisions and to do any and all things which it deems to be reasonably required to accomplish the business and objectives of the Company, subject to the limitations of this ARTICLE IV and the limitations of ARTICLE VII. The signature of the Manager will be sufficient to convey title to any property owned by the Company, with the consent of the Sole Member, or to execute any document, agreement, or instrument binding on the Company.

4.03 **Authorization.** Any Person dealing with the Company may rely upon a certificate signed by the Sole Member, the Manager, or an officer of the Company as to:

- (a) The identity of the Sole Member of the Company;
- (b) The identity of the Manager of the Company;
- (c) The existence or nonexistence of any fact or facts which constitute a condition precedent to acts by any officer, or which are in any other manner germane to the affairs of the Company;
- (d) The Persons who are authorized to execute and deliver any instrument or document of the Company; or
- (e) Any act or failure to act by the Company or any other matter whatsoever involving the Company or any Member.

4.04 **Meetings.** No annual or special meetings of the Sole Member are required. Any action may be taken without a meeting if written consent setting forth the action to be taken is signed by the Sole Member.

4.05 **Limitation on Authority of the Manager.** The Manager may not take any action that would cause the Sole Member to breach its obligations under (i) the QEAA, (ii) the qualified accommodation parking arrangement created under the QEAA, or (iii) any additional agreements entered into by the Sole Member in conjunction with the QEAA.

4.06 **Multiple Managers.** If more than one Manager is appointed under the terms of this Operating Agreement, then each Manager may act independently and with full authority unless a conflict arises among the Managers. In the event of any conflict among such Managers, then each Manager will be entitled to an equal vote on the matter and a majority of votes will be required to resolve such conflict.

4.07 **Authority of Sole Member.** The Sole Member retains the authority, power, and discretion to make any and all decisions and to do any and all acts which it deems to be reasonably required to cause the Company to meet its obligations under the QEAA.

## ARTICLE V. ACCOUNTING AND TAX ELECTIONS

5.01 **Tax Returns.** The Company, as a single-member limited liability company, will not file separate federal and state income tax returns, except where specifically required by state law.

5.02 **Fiscal Year.** The fiscal year of the Company will be the same as the fiscal year of the Sole Member.

5.03 **Method of Accounting.** The books of account of the Company will be prepared and maintained on the same basis and in a manner consistent with the investment and business records of Sole Member.

5.04 **Bank Accounts.** The Company is not authorized to open any bank accounts while [National Safe Harbor Exchanges, Inc.](#) is the sole member of the Company.

5.05 **Records, Audits and Reports.** The Company will maintain or cause to be maintained records and accounts of all operations and expenditures of the Company. At a minimum, the Company will keep at its registered office, during the term of the Company, the following records:

(a) A current list of the full name and last known business, residence, or mailing address of the Sole Member, both past and present;

(b) A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

(c) Copies of the Company's federal, state, and local income tax returns and reports, if any, for the five most recent years;

(d) Copies of the Company's currently effective written operating agreement and all amendments thereto, copies of any prior written operating agreement no longer in effect, copies of any writings permitted or required with respect to a Member's obligation to contribute cash, property or services, and copies of any financial statements of the Company for the five most recent years; and

(e) Minutes of every meeting.

#### ARTICLE VI. RIGHTS AND OBLIGATIONS OF THE SOLE MEMBER

6.01 **Limitation on Liability.** The personal liability of the Sole Member, Manager, and the officers and employees of the Company for the debts and other obligations of the Company will be strictly limited as set forth in the Act and other applicable law.

6.02 **Amendment of Agreement.** This Operating Agreement may be amended by the Sole Member, but shall not be amended in any manner inconsistent with the provisions of the QEAA while [National Safe Harbor Exchanges, Inc.](#) is the sole member of the Company.

#### ARTICLE VII. RESTRICTION ON TRANSFER OR ENCUMBRANCE OF INTEREST OR LLC PROPERTY

No interest of the Company may be assigned, transferred, encumbered, or otherwise disposed of without the consent of Sole Member. No interest in the Property may be assigned, transferred, encumbered, or otherwise disposed of without the consent of Sole Member. Any attempted transfer, assignment, encumbrance, hypothecation or other disposition, absent the approval of the Sole Member, is null and void.

#### ARTICLE VIII. DISSOLUTION AND WINDING UP

8.01 **Dissolution Events.** The Company will dissolve and commence winding up and liquidating only upon the first to occur of any of the following (each a "Termination Event"):

(a) At the written direction of Sole Member, at any time; and

(b) The happening of any other event that makes it unlawful or impossible to carry on the business of the Company.

The Company shall not be dissolved or terminated until the completion of all of the transactions contemplated by the QEAA.

8.02 **Winding Up**. Upon a Termination Event, the Company will cease to carry on its business, except insofar as may be necessary for the winding up of its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors, but the separate existence of the Company will continue until Articles of Termination have been filed in accordance with the Act or until a decree dissolving the Company has been entered by a court of competent jurisdiction.

8.03 **Liquidation and Distribution of Assets**. The Sole Member will be responsible for overseeing the winding up and liquidation of the Company and will take full account of the Company's liabilities and assets upon a Termination Event. Any assets not required to discharge any liabilities of the Company will be distributed to the Sole Member. Upon the completion of the winding up, liquidation and distribution of the assets, the Company will be deemed terminated. The Company will comply with any applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

8.04 **Articles of Termination**. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made and all of the remaining property and assets have been distributed to the Sole Member, Articles of Termination will be executed and filed in the manner provided in the Act.

#### ARTICLE IX. SINGLE-PURPOSE AND RELATED PROVISIONS

9.01 The Company will maintain adequate capital for its normal operations and in light of its contemplated business operations under the QEAA;

9.02 Sole Member will not seek to dissolve or wind up, in whole or in part, the Company until the transactions contemplated under the QEAA have been completed;

9.03 The Company will not commingle its funds and other assets with those of any other Person;

9.04 The Company will maintain its assets and financial affairs in such a manner so that it is not difficult to ascertain or identify the assets of the Company;

9.05 The Company will not file or consent to the filing of a petition for bankruptcy, reorganization, assignment for the benefit of creditors or similar proceeding under any federal or state bankruptcy, insolvency, reorganization until all of the transactions contemplated by the QEAA have been completed;

9.06 The sole assets of the Company are, and for the duration of the term of the QEAA shall be, (i) the Property, (ii) such assets as are otherwise acquired in connection with the use, operation, licensing, maintenance, repair, management or sale of the Property, and (iii) cash and accounts receivable;

9.07 The Company will observe the organizational formalities for the Company under the Act; and

9.08 Sole Member will not amend or modify the Operating Agreement in any manner inconsistent with the provisions of the QEAA.

#### ARTICLE X. GENERAL

10.01 **Binding Effect**. Except as otherwise provided in this Operating Agreement, every covenant, term, and provision of this Operating Agreement will be binding upon and will inure to the benefit of the Sole Member and its successors, transferees, and assigns.

10.02 **Time**. Time is of the essence with respect to this Operating Agreement.

10.03 **Headings.** Article and other headings contained in this Operating Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

10.04 **Severability.** Every provision of this Operating Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, the illegality or invalidity will not affect the validity or legality of the remainder of this Operating Agreement.

10.05 **Incorporation by Reference.** Every exhibit, schedule, and other appendix attached to this Operating Agreement and referred to in this Operating Agreement is incorporated in this Operating Agreement by reference.

10.06 **Variation of Pronouns.** All pronouns and any variations thereof will be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the Person or Persons may require.

10.07 **Governing Law.** The laws of the State of [Utah](#) govern the validity of this Operating Agreement, the construction of its terms, and the interpretation of the rights and duties of the Sole Member.

10.08 **No Third-Party Beneficiaries.** No term or provision of this Operating Agreement is intended to or will be for the benefit of any Person, firm, corporation or other entity not a party to this Operating Agreement, and no Person, firm, corporation or other entity will have any right or cause of action hereunder.

The parties are signing this Operating Agreement as of the Effective Date.

Manager:

SOLE MEMBER

  
[William Wirthlin](#)

[National Safe Harbor Exchanges, Inc.](#), a  
California corporation



By: [Mark Bullock](#)  
Title: [Regional Manager](#)