

**OPERATING AGREEMENT
OF
JCT HOLDINGS, LLC
An Oregon Limited Liability Company**

This OPERATING AGREEMENT (this “Agreement”) is made and entered into effective February 11, 2020 (the “Effective Date”), by and among JCT Holdings, LLC (the “Company”) and James W. Cain and James Tokarski (the “Members”).

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Formation. As of the Effective Date, the Members formed an Oregon limited liability company under the name JCT Holdings, LLC, on the terms and conditions set forth in this Agreement and pursuant to the Oregon Limited Liability Company Act (the “LLC Act”). On the Effective Date, the Members filed Articles of Organization for the Company with the Corporation Division of the Oregon Secretary of State’s office. The rights and obligations of the parties are as provided in the LLC Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name JCT Holdings, LLC.

1.3 Purpose. The purpose of the Company is to purchase, own, develop and hold real estate (the “Business”) and to engage in all activities incidental to that Business.

1.4 Office. The Company maintains its principal business office in Oregon at 201 Ferry Street SE, Ste. 400, Salem, OR 97301.

1.5 Registered Agent. Mark C. Hoyt will be the Company’s initial registered agent in Oregon and the registered office will be at 693 Chemeketa Street NE, Salem, OR 97301.

1.6 Term. The term of the Company commenced on the Effective Date, and will continue until terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Members’ names and addresses are:

James W. Cain
6185 Skyline Rd. S.
Salem, OR. 97306

James Tokarski
865 Ellen Dr
Key Largo FL 33037

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company without the prior written consent of both Members.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 Initial Capital Contributions. The Members have contributed to the Company the assets (subject to the liabilities) described in the Company's tax returns and records.

2.2 Additional Capital Contributions. Additional capital contributions may be made only on the prior consent of both Members and in such amounts and proportions as the Members mutually agree.

2.3 Membership Percentages. Each Member's percentage interest in the Company (the "Membership Percentage") is as follows:

James W. Cain	50%
James Tokarski	50%

2.4 No Interest on Capital Contributions. The Members will not be entitled to interest or other compensation for their capital contributions except as expressly provided in this Agreement.

SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Allocations of Income and Loss. All items of income, gain, loss, deduction, and credit will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

3.2 Distributions. No distribution may be made to any Member if, after giving effect to the distribution, in the judgment of the Members either (a) the Company would not be able to pay its debts as they become due in the ordinary course of business or (b) the fair value of the total assets of the Company would not at least equal its total liabilities. Subject to the foregoing limitation, the Company will make distributions, including draws, to Members at such times and in such amounts as the Members mutually agree. All distributions will be allocated among the Members pro rata in proportion to their respective Membership Percentages.

SECTION 4. POWERS AND DUTIES OF MEMBERS

4.1 Management of Company Business. The Company is a member-managed limited liability company. The management and control of the Company and its business and affairs are vested exclusively in the Members. The Company does not have "managers," as that term is used in the LLC Act. The Members, or either of them individually, have all the rights and powers that may be possessed by a member in a member-managed limited liability company pursuant to the LLC Act and those rights and powers that are otherwise conferred by law or are necessary, advisable, or convenient to the discharge of the Members' duties under this Agreement and to the management of the Business and affairs of the Company. Without limiting the generality of the foregoing, and subject to the limitations set forth in Section 4.2 of this Agreement, the Members, or either of them individually, have the following rights and powers (which they may exercise at the cost, expense, and risk of the Company):

- (a) To expend the funds of the Company in furtherance of the Company's business;
- (b) To perform all acts necessary to manage and operate the Business, including engaging such persons as the Members deem advisable to manage the Business;
- (c) To execute, deliver, and perform on behalf of and in the name of the Company any and all agreements and documents deemed necessary or desirable by the Members to carry out the Business, including any lease, deed, easement, bill of sale, mortgage, trust deed, security agreement, contract of sale, or other document conveying, leasing, or granting a security interest in the interest of the Company in any of its assets, or any part thereof, whether held in the Company's name, the name of a Member, or otherwise. No other signature or signatures are required; and
- (d) To borrow or raise money on behalf of the Company in the Company's name or in the name of the Members for the benefit of the Company and, from time to time, to draw, make, accept, endorse, execute, and issue promissory notes, drafts, checks, and other negotiable or nonnegotiable instruments and evidences of indebtedness, and to secure the payment thereof by mortgage, security agreement, pledge, or conveyance or assignment in trust of the whole or any part of the assets of the Company, including contract rights.

4.2 Limitation on Authority of Individual Member. Notwithstanding any other provision of this Agreement or the LLC Act, no Member is authorized to take any of the following actions without the prior express approval or consent of all the Members:

- (a) Amend the Company's Articles of Organization or this Agreement;
- (b) Sell or otherwise dispose of any assets owned by the Company other than in the ordinary course of business;
- (c) Dissolve the Company;
- (d) Merge the Company with another entity or convert the Company into a different type of entity;
- (e) Admit a new Member; or
- (f) Borrow money or otherwise incur indebtedness in the name of the Company in excess of \$10,000.00 in a single transaction or in a series of related transactions.

4.3 Duties of the Members. The Members will manage and control the Company's business and affairs to the best of their ability and will use their best efforts to carry out the Business. The Members will devote such time to the business and affairs of the Company as is reasonable, necessary, or appropriate. Whenever reasonably requested by any Member, the Members will render a full and complete accounting of all dealings and transactions relating to the Business. Each Member will have a fiduciary responsibility for the safekeeping and use of all funds and assets of the Company, whether or not in his or her immediate possession or control, and the Members may not employ or permit another person to use those funds or assets in any manner except for the exclusive benefit of the Company.

4.4 Limitation on Liability of Members. Subject to the restrictions in Section 4.6, no Member will have any liability to the Company or to the other Member for any loss suffered by the Company or the other Member that arises out of any action or inaction of the Member as long as the Member's conduct was in good faith and the Member reasonably believed that the conduct was in the best interests of the Company.

4.5 Indemnification of Members. Each Member will be indemnified by the Company against any losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained against the Company or against the Member in connection with the Company, as long as the Member's conduct was in good faith and the Member reasonably believed that the conduct was in the best interests of the Company. The satisfaction of any indemnification and any saving harmless will be out of, and limited to, Company assets, and no Member will have any personal liability on account of such indemnification.

4.6 Restrictions. No Member will be relieved of liability pursuant to Section 4.4 or be entitled to indemnification pursuant to Section 4.5 for:

- (a) Any breach of the Member's duty of loyalty to the Company;
- (b) Any act or omission not in good faith that involves intentional misconduct or a knowing violation of law;
- (c) Any unlawful distribution to the Members in violation of ORS 63.235; or
- (d) Any transaction from which the Member derives an improper personal benefit.

4.7 Other Business. During the term of this Agreement, neither Member may carry on any other business in competition with this Company. Subject to this restriction, nothing in this Agreement will be deemed to restrict in any way the freedom of either Member to conduct any other business or activity whatsoever without any accountability to the Company or the other Member.

4.8 Loans. Any Member may, but will not be obligated to, make loans to the Company to cover the Company's cash requirements, and those loans will bear interest at a rate mutually determined by the Members.

4.9 Dealing with the Company. Either Member may deal with the Company by providing or receiving property and services to or from the Company, and may receive from others or the Company normal profits, compensation, commissions, or other income incident to those dealings, but the Member must first obtain written consent from the other Member for those dealings.

4.10 Liability of the Members for Company Obligation. Except to the limited extent provided in the LLC Act, neither Member will have any personal liability for any Company obligation, expense, or liability. The Members will not, without their consent, be required to make any capital contribution beyond their mutually agreed on capital contributions as expressly described in Section 2.1.

SECTION 5. COMPENSATION AND REIMBURSEMENT OF EXPENSES

5.1 Organization Expenses. The Company will pay all expenses incurred in connection with organization of the Company.

5.2 Other Company Expenses. The Members may charge the Company for their actual out-of-pocket expenses incurred in connection with the Company's Business. Any

amounts paid by a Member to satisfy obligations of the Company will be treated as loans to the Company under Section 4.8.

5.3 Compensation. The Company may pay the Members reasonable compensation (as the Members mutually determine in good faith) for services actually performed in operating the Business.

SECTION 6. BOOKS OF ACCOUNT; ACCOUNTING REPORTS; TAX RETURNS; FISCAL YEAR; BANKING

6.1 Books of Account. The Company's books and records, a register showing the names of the Members and the respective interests held by each of them, and this Agreement will be maintained at the principal office of the Company. The Members will have access to those books and records at all reasonable times. The Members will keep and maintain books and records of the operations of the Company that are appropriate and adequate for the Company's Business and for carrying out this Agreement.

6.2 Accounting Reports. The Members will be furnished with copies of internally prepared financial statements of the Company.

6.3 Tax Returns. The Members will cause all federal and state income tax returns for the Company to be prepared and timely filed with the appropriate authorities as necessary. As soon as practicable after the end of each taxable year, each Member will be furnished with a statement that may be used by the Member in preparing the Member's income tax returns, showing the amounts of any distributions, gains, profits, losses, or credits allocated to or against the Member during the fiscal year.

6.4 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

6.5 Banking. All funds of the Company must be deposited in a separate bank account or in an account or accounts of a savings and loan association in the Company's name as the Members determine. Those funds may be withdrawn from the account or accounts on the signature of the person or persons who are designated by the Members.

SECTION 7. TRANSFER OF MEMBERSHIP INTEREST; VOLUNTARY WITHDRAWAL

7.1 Transfer Prohibited. Neither Member may assign, pledge, mortgage, sell, or otherwise transfer ("Transfer") any part of his or her interest in the Company, and neither Member has any right to substitute an assignee or any other person in the Member's place, and no assignee or any other person may be admitted to the rights of either Member without the prior written consent of both Members. This consent may be given or withheld in the absolute discretion of the Members. The Members are entering into this Agreement to carry on the Business in mutual reliance on the close personal relationship between the Members and

mutually agree that the foregoing restriction on the Members' ability to transfer their interest in the Company is reasonable under the circumstances.

7.2 Voluntary Withdrawal. Either Member may withdraw from the Company at any time for any reason, or for no reason, but only on six months' prior written notice to the other Member. For purposes of this Agreement, the death of a Member will be treated as a withdrawal by the deceased Member and the six-month notice requirement will not apply. On withdrawal by a Member, the other Member will have the right, in his or her sole discretion, to elect to:

- (a) Dissolve the Company as provided in Section 9;
- (b) Continue the Company and treat the withdrawing Member or his or her representative as an assignee of the economic rights and benefits of the membership interest of the withdrawing Member, in which case the withdrawing Member will cease to have any voting or other management rights under this Agreement with respect to such membership interest and neither the other Member nor the Company will have any obligation to purchase or redeem the membership interest of or otherwise make any liquidating distribution to the withdrawing Member before the dissolution of the Company; or
- (c) Continue the Company (with or without the admission of another member to retain the status of the Company as a partnership for income tax purposes) and cause the Company to purchase the membership interest of the withdrawing Member or his or her representative for the price and subject to the payment terms described in Section 8.

SECTION 8. PURCHASE PRICE AND PAYMENT TERMS

8.1 Purchase Price. On election by the other Member to purchase the membership interest of a withdrawing Member pursuant to Section 7.2(c), the purchase price will be the amount the withdrawing Member would have received in a liquidation of the Company if all the Company's assets were sold, as of the effective date of the withdrawal, for their respective fair market values as determined by the Members (or the other Member and the representative of a deceased Member) and all Company liabilities were satisfied out of those proceeds. For this purpose, no discounts for lack of marketability or for a minority interest will be used. If the Members cannot agree on the fair market value of the Company's assets, the value will be determined by an appraiser selected by the withdrawing Member from a list of five qualified independent appraisers proposed by the other Member.

8.2 Payment. The purchase price determined as provided in Section 8.1 will be payable, together with interest at a fixed rate equal to the publicly announced prime lending rate of U.S. Bank on the closing date in 60 substantially equal monthly installments of principal and interest commencing no later than 120 days after the effective date of the withdrawal. The Company may prepay the purchase price at any time without penalty. The deferred purchase price will be an unsecured obligation of the Company.

SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the occurrence of any of the following events:

- (a) The agreement of both Members;
- (b) The election of the nonwithdrawing Member as described in Section 7.2(a); or
- (c) Otherwise by operation of law.

9.2 Winding Up. On dissolution of the Company, the Members will take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed in the following order:

- (a) To payment and discharge of the expenses of liquidation and of all the Company's debts, including debts and liabilities owed to the Members;
- (b) To the Members to the extent of, and allocated among them pro rata in proportion to, their respective previously unreturned capital contributions; and
- (c) To the Members and allocated among them pro rata in proportion to their respective Membership Percentages.

SECTION 10. MISCELLANEOUS PROVISIONS

10.1 Binding Effect. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.

10.2 Assignment. Neither this Agreement nor any of the rights, interests, or obligations under this Agreement may be assigned by any party without the prior written consent of the other parties.

10.3 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended or may be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

10.4 Notices. All notices and other communications under this Agreement must be in writing and will be deemed to have been given if delivered personally, mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses (or at such other address as a party may designate by like notice to the other parties):

TO: James W. Cain
4742 Liberty Rd. S. #462
Salem OR. 97302

TO: James Tokarski
865 Ellen Dr
Key Largo FL 33037

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the 3 days after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile or overnight delivery service.

10.5 Amendments. This Agreement may be amended only by an instrument in writing executed by all of the Members, which writing must refer to this Agreement.

10.6 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement.

10.7 Further Assurances. Each party agrees to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this Agreement.

10.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.

10.9 Attorney Fees. If any arbitration, suit, or action is instituted to interpret or enforce the provisions of this Agreement, to rescind this Agreement, or otherwise with respect to the subject matter of this Agreement, the party prevailing on an issue will be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in the preparation, prosecution, or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and, if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

10.10 Arbitration. Any dispute, controversy, or claim arising out of or relating to this Agreement will be settled by arbitration. Unless the parties otherwise agree, the arbitration will be administered by the Arbitration Service of Portland, Inc. Judgment on the award rendered by the arbitrator may be entered in the circuit court in the county in which the arbitration occurs, and the resolution of the disputed matter as determined by the arbitrator will be binding on the parties. There will be one arbitrator who will be a retired federal or state judge within a minimum of 10 years of judicial experience or will have such alternate qualifications that are mutually agreeable to the parties. Any arbitration will be conducted in Salem, Oregon.

10.11 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be impaired in any way.

10.12 Entire Agreement. This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

10.13 Counsel. The Members acknowledge that this Agreement, its Exhibits, and other documents associated with the formation of JCT Holdings, LLC were prepared by Sherman Sherman Johnnie & Hoyt, LLP as counsel representing only JCT Holdings, LLC. Members acknowledge they were advised to seek the advice of independent counsel regarding this Agreement.

The parties enter into this Agreement as of the date first written above.

JCT HOLDINGS, LLC

James W. Cain
Member




digitally signed by James W. Cain
DN: cn=James W. Cain, o=JCT Holdings, LLC, ou=Operations, email=jcain@jctholdings.com, c=US

James Tokarski
Member

By: _____

James W. Cain, Member

By: _____



digitally signed by James Tokarski
DN: cn=James Tokarski, o=JCT Holdings, LLC, ou=Operations, email=jtokarski@jctholdings.com, c=US

James Tokarski, Member

APPENDIX A

MEMBER

INITIAL CAPITAL CONTRIBUTION

James W. Cain
645 Inverness Court
Salem, OR 97306

James Tokarski
5360 Landon Street SE
Salem, OR 97306