

OPERATING AGREEMENT

OF

JENSEN CONSULTING & DEVELOPMENT LLC, An Oregon Limited Liability Company

The undersigned members, desiring to form a limited liability company under the Oregon Limited Liability Company Act, hereby agree as follows:

ARTICLE 1 FORMATION

1.1 Name. The name of the limited liability company (the "LLC") is JENSEN CONSULTING AND DEVELOPMENT

1.2 Articles of Organization. Articles of organization were filed with the Oregon Secretary of State on April 12, 2013.

1.3 Duration. The LLC shall be perpetual.

1.4 Principal Place of Business. The principal office of the LLC shall initially be at 6424 Hazelgreen Rd NE, Salem, Oregon 97305. The members may relocate the principal office or establish additional offices from time to time.

1.5 Registered Office and Registered Agent. The LLC's initial registered office shall be at 494 State St Ste 230 Salem, OR 97301-3654 and the name of the initial registered agent at such address shall be Lawrence W. Andrews.

ARTICLE 2 MEMBERS, CONTRIBUTIONS, AND INTERESTS

2.1 Name and Addresses. The name and addresses of the members of the LLC, the agreed value of their initial capital contributions, and their initial percentage ownership interests are:

Name and Address	Contribution /Value Percentage
Ashely J. Jensen 2327 SE Ankney St Portland, OR 97214	100% / \$100.00

If additional members join each member's percentage ownership interest at any time shall be the ratio of that member's capital contribution to all member's capital contributions.

Members contributions:

Ashley J. Jensen will be the managing member and overseeing all operations.

2.2 Other Business Of Members. Any member shall engage independently or with others in other business and investment ventures of every nature and description and shall have no obligation to account to the LLC for such business or investments or for business or investment purposes.

2.3 Additional Members. Additional members shall not be admitted except upon the affirmative vote of members holding a total of at least 51 percent of the ownership interests. Notwithstanding the foregoing, a person shall not become an additional member unless and until such person becomes a party to this Operating Agreement as a member by signing an admission agreement and executes such documents and instructions as the members may reasonably request as may be necessary or appropriate to confirm such person as a member in the company such person's agreement to be bound by the terms and conditions hereof.

No additional member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the company, unless 100% of the existing members agree. The members 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 loss, income and expense deductions to additional member for that portion of the company's tax year in which such member was admitted in accordance with the provisions of Section 706 (d) of the Code of the Regulations promulgated there under.

2.4 Additional Contributions. Additional capital contributions shall be accepted from existing members only if the members unanimously approve and set the maximum total amount of the additional capital contributions. If the members do so, the members shall have the opportunity (but not the obligation) to make such additional capital contributions on a pro rata basis in accordance with their ownership interests. If any member elects to make less than the member's pro rata share of any additional capital contributions, the others may contribute the difference on a pro rata basis in accordance with their ownership interests or on any other basis they may agree upon.

2.5 No Interests on Capital Contributions. No interests shall be paid on capital contributions.

2.6 Capital Accounts. An individual capital account shall be maintained for each member. Each member's capital account shall be: (i) credited with all capital contributions by such member and the member's distributive share of all income and gain (including any income exempt from federal income tax); and (ii) charged with the amount of all distributions to such member and the member's distributive share of losses and deductions. Capital accounts shall be maintained in accordance with federal income tax accounting principles as set forth in Treas. Reg. '1.704-1(b)(2)(iv) or any successor provision.

ARTICLE 3 MEMBER MEETINGS

3.1 Meetings. A meeting of members shall be held (a) if it is called by the members; or (b) if members holding at least 51 percent of the ownership interests sign, date, and deliver to the LLC's principal office a written demand for the meeting, describing the purpose or purposes for which it is to be held. Meetings of members shall be held at the principal office of the LLC or any other place specified in the notice or meeting.

3.2 Notice of Meeting. Notice of the date, time and place of each members' meeting shall be given to each member not earlier than 60 days nor less than 10 days before the meeting date. The notice must include a description of the purpose or purposes for which the meeting is called.

3.3 Record Date. The persons entitled to notice of and to vote at a members' meeting, and their respective ownership interests, shall be determined as of the record date for the meeting. The record date shall be a date, not earlier than 70 days nor less than 10 days before the meeting, selected by the members. If the members do not specify a record date, the record date shall be the date on which notice of the meeting was first mailed or otherwise delivered.

3.4 Quorum. The presence, in person or by proxy, of members holding at least 51 percent of the ownership interests shall constitute a quorum.

3.5 Proxies. A member may be represented at a meeting in person or by written proxy.

3.6 Voting. On each matter requiring action by the members, each member shall be entitled to vote the member's ownership interest. Except as otherwise stated in the articles of organization, this operating agreement, or applicable law, a matter submitted to a voted of the members shall be deemed

approved if the ownership interests voted in favor exceed those voted against the matter.

ARTICLE 4

ACTIONS WITHOUT NOTICE, WITHOUT MEETING, OR BY TELEPHONE

4.1 Meeting of All Members. Notwithstanding any other provision of this operating agreement, if all the members shall hold a meeting at any time and place, such meeting shall be valid without call or notice, and any lawful action taken at such meeting shall be the action of the members.

4.2 Action Without Meeting. Any action required or permitted to be taken by the members at a meeting may be taken without a meeting if a consent in writing, describing the action taken, is signed by members holding 51 percent of the ownership interests or by all the members, as the case may be, and is included in the minutes or filed with the LLC's records of meeting.

4.3 Meetings by Telephone. Meetings of the members may be held by conference telephone or by any other means of communication by which all participants can hear each other simultaneously during the meeting, and such participation shall constitute presence in person at the meeting.

ARTICLE 5

ACCOUNTING AND RECORDS

5.1 Books of Account. The LLC's books and records, a register showing the names, addresses, and ownership interest of the members, and this operating agreement shall be maintained by the members. Each member shall have access thereto at all reasonable time. The members shall keep books and records of the operation of the LLC, which are appropriate and adequate for the LLC's business and for the carrying out of this agreement.

5.2 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

5.3 Accounting Reports. Within 90 days after the close of each fiscal year, the members shall cause each member to receive an unaudited report of the activities of the LLC for the preceding fiscal year, including a copy of a balance sheet of the LLC as of the end of such year and a statement of income or loss for such year.

5.4 Tax Returns. The members shall cause all required federal and state income tax returns for the LLC to be prepared and timely filed with the appropriate authorities. Within 90 days after the end of each fiscal year, each member shall be furnished a statement suitable for use in the preparation of the member's income tax return, showing the amounts of any distributions,

contributions, gains, losses, profits, or credits allocated to the member during such fiscal year.

ARTICLE 6 ALLOCATIONS AND DISTRIBUTIONS

6.1 Allocations of Income and Loss for Tax Purposes. All items of income, gain, loss, deduction, and credit shall be allocated among all the members in proportion to their ownership interests.

6.2 Distributions to Pay Tax Liabilities. Within 90 days after the end of each fiscal year, the LLC shall make a distribution in an amount equal to at least (a) the LLC's net taxable income during the fiscal year multiplied by (b) the lesser of (i) 45 percent or (ii) the sum of the maximum federal and state individual income tax rates of any member in effect for the fiscal year (taking into account the deductibility of state taxes for federal income tax purposes), less (c) the amount of any distributions made by the LLC during the fiscal year (other than distributions made during the fiscal year that were required to be made under the provisions of the section with respect to a prior fiscal year).

For purposes of this section, an LLC's net taxable income shall be the net excess of items of recognized income and gain over the items of recognized loss and deduction reported on the LLC's federal income tax return for the taxable year with respect to which the distribution is being made. The LLC's obligation to make such a distribution is subject to the restrictions governing distributions under the Oregon Limited Liability Company Act.

ARTICLE 7 WITHDRAWAL AND DISSOLUTION

7.1 Withdrawal. No member shall have the right to voluntarily withdraw from the LLC. A withdrawal in violation of this section shall constitute a breach of this operating agreement for which the LLC and other members shall have the remedies provided under applicable law.

7.2 Events of Dissolution. Except as otherwise provided in this operating agreement, the LLC shall dissolve upon the earlier of: (a) the time, if any, for dissolution specified in the articles of organization; (b) the death, incompetence, withdrawal, expulsion, bankruptcy, or dissolution of any member within 120 days after any such event all the remaining members, other than the member to whom such event occurred, do not consent to continue the business and affairs of the LLC; or (c) approval of dissolution by a vote of the members.

7.3 Restrictions on Transfers. Except as otherwise permitted by this agreement, no member or assignee shall transfer all of any portion of such

person's interest in the company. In the event that any member or assignee pledges or otherwise encumbers any of such person's interest in the company as security for the payment of a debt, any such pledge or hypothecation shall not constitute a transfer but shall only be made pursuant to pledge or hypothecation agreement that requires the pledgee or secured party to be bound by all of the terms and conditions of this Operation Agreement.

7.4 Permitted Transfers. A member or assignee may at any time transfer all or any portion of such person's interests in the company to:

- a. Any other member
 - b. Any member of the transferor's family
 - c. Any affiliate of the transferee,
 - d. The transferor's executor, administrator, trustee, or personal representative to whom such interests are transferred at death or involuntarily by operation of law, or
 - e. Any purchaser in accordance with Section 7.5
- "Affiliate" shall mean, with the respect to any person,
- f. Any person directly or indirectly controlling, controlled by or under common Control with such person,
 - g. Any person owning or controlling ten percent or more of the outstanding voting interests of such persons,
 - h. Any officer, director, manager, or member of such person, or
 - i. Any person who is an officer, director, manager, member, trustee, or holder of ten percent or more of the voting interests of any person described in clauses (a) through (c) of this paragraph.

For purposes of this definition, the term "controls", "is controlled by", or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting, securities, by contract or otherwise.

7.5 Right of First Refusal. In addition to the other limitations and restrictions set forth in this Article 7, except as permitted by Section 7.4 hereof, no members shall transfer all or any portion of such person's interests in the company unless such members first offers to sell the offered interest to the remaining members.

7.6 Rights and Obligations of Assignees and Assignors. An assignment or a person's interest in the company does not itself dissolve the company or entitle the assignee to become a member or exercise any management rights. A person who acquires a person's interest in the company (other than a permitted transferee) but who is not admitted as a member shall be entitled only to the economic rights with respect to such interests, and shall have

no right to any information or accounting of the affairs of the company and shall not be entitled to inspect the books or records of the company.

A member's assignment of an interest in the company shall not cause the member to cease to be a member or have the power to exercise the management rights associated with the member's membership interest, and an assignee has no liability as a member solely as a result of the assignment.

7.7 Effect of Death of a Member. In the event of the death of a member, the remaining members may within 120 days elect to:

(a) Continue the LLC and admit the deceased member's spouse, estate, or other beneficiary as a member in place of the deceased member, or

(b) If there are at least one remaining member, continue the LLC among the surviving members and purchase the interest of the deceased member pursuant to the provisions of Sections 7.10 and 7.11.

7.8 Effect of Withdrawal or Other Event. Upon the incompetence, withdrawal, expulsion, bankruptcy, or dissolution of a member, if there is at least one remaining member, the remaining member(s) may within 120 days, without waiving any remedies in the case of voluntary withdrawal, elect to continue the LLC among themselves and to purchase the interest of the affected member pursuant to the provisions of Sections 7.10 and 7.11. The election shall be at the sole discretion of the remaining members and shall require their unanimous consent. If the remaining members do not so elect, the LLC shall be dissolved.

7.9 Liquidation upon Dissolution and Winding Up. Upon the dissolution of the LLC, the members shall wind up the affairs of the LLC. A full account of the assets and liabilities of the LLC shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied as required by the Oregon Limited Liability Company Act. With approval by vote of the members, the LLC may, in the process of winding up the LLC, elect to distribute certain property in kind.

7.10 Valuation of Member's Interest. Upon an election by the LLC to purchase the interest of a member the value of the affected member's interest shall be determined by multiplying the member's percentage ownership interest by the fair market value of all LLC assets. The fair market value of the LLC assets shall be determined by agreement between the remaining members (acting by vote) and the affected member or the affected member's personal representative. In the event agreement as to such value cannot be obtained, the LLC's assets shall be valued by a third party appraiser acceptable to both the LLC and the affected member or affected member's personal representative.

7.11 Payment for Member's Interest. The purchase price for a member's interest purchased shall be paid in 24 equal, consecutive monthly payments, including principal and interest. Interest shall accrue at the rate of eight and one-half percent (8 ½ %) annually. The first payment shall be made not later than 90 days following such date. The LLC may prepay the remaining amount of the purchase price at any time.

7.12 Effect of Purchase of Member's Interest. A member shall cease to be a member upon the LLC's election to purchase the member's interest. During the period in which the LLC is making payments to the former member, the former member shall have no rights as a member in the LLC.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification. The LLC shall indemnify each of its members to the fullest extent permissible under Oregon law, as the same exists or may hereafter be amended, against all liability, loss, and costs (including, without limitation, attorney fees) incurred or suffered by such person by reason of or arising from the fact that such person is or was a member of the LLC, or is or was serving at the request of the LLC as a member, director, officer, partner, trustee, employee, or agent of another foreign or domestic limited liability company, corporation, partnership, joint venture, trust benefit plan, or other enterprise. The LLC may, by action of the members, provide indemnification to employees and agents of the LLC. The indemnification provided in this section shall not be exclusive of any other rights to which any person may be entitled under any statute, bylaw, agreement, resolution of members, contract, or otherwise.

ARTICLE 9 AMENDMENTS

9.1 By Members. The members may amend or repeal the provisions of this operating agreement by unanimous agreement set forth in writing or by action taken at a meeting of members called for that purpose. This operating agreement may not be amended or repealed by oral agreement of the members.

ARTICLE 10 MISCELLANEOUS

10.1 Additional Documents. Each member shall execute such additional documents and take such actions as are reasonably requested by the members in order to complete or confirm the transactions contemplated by this operating agreement.

10.2 Arbitration. Any dispute among the members or among the members and the LLC concerning this operating agreement shall be settled by arbitration before a single arbitrator, using the rules of commercial arbitration of the American Arbitration Association. Arbitration shall occur in Salem, Oregon. The parties shall be entitled to conduct discovery in accordance with the Federal Rules of Civil Procedure, subject to limitation by the arbitrator to secure just and efficient resolution of the dispute. If the amount in controversy exceeds \$10,000, the arbitrator's decision shall include a statement specifying in reasonable detail the basis for and computation of the amount of the award, if any. A party substantially prevailing in the arbitration shall also be entitled to recover such amount for its cost and attorney fees incurred in connection with the arbitration as shall be determined by the arbitrator. Judgment upon the arbitration award may be entered in any court having jurisdiction. Nothing herein, however, shall prevent a member from resort to a court of competent jurisdiction in those instances where injunctive relief may be appropriate.

10.3 Counterparts. This operating agreement may be executed in two or more counterparts, which together shall constitute one agreement.

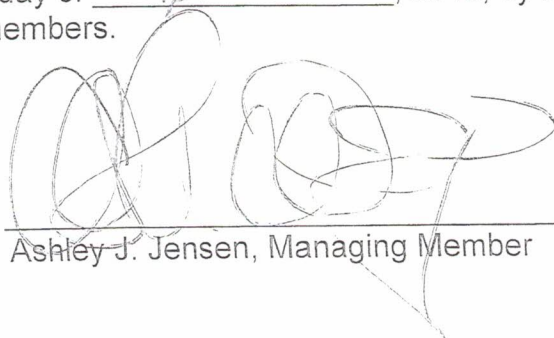
10.4 Governing Law. Oregon law shall govern this operating agreement.

10.5 Headings. Headings in this operating agreement are for convenience only and shall not affect its meaning.

10.6 Severability. The invalidity or unenforceable or any provision of this operating agreement shall not affect the validity or enforceability of the remaining provisions.

10.7 Third-Party Beneficiaries. The provisions of this operating agreement are intended solely for the benefit of the members and shall create no rights or obligations enforceable by any third party, including creditors of the LLC, except as otherwise provided by applicable law.

ADOPTED as of the 12 day of April, 2013, by the undersigned constituting all of the members.



Ashley J. Jensen, Managing Member

FIRST AMENDMENT
TO
OPERATING AGREEMENT
OF
Jensen Consulting and Development, LLC

THIS FIRST AMENDMENT TO THE OPERATING AGREEMENT is made, adopted and executed this 1 day of January, 2015 by the undersigned person(s).

All of the capitalized words and terms in the Amendment shall have the meaning ascribed to them in the Operating Agreement of Jensen Consulting and Development, LLC.

1. Name. The name of the limited liability company is Jensen Consulting and Developmnet, LLC (sometimes referred to as the "Company").

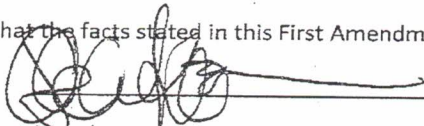
2. Amendments. The Company's Operating Agreement is amended as follows::

Donald C. L. Jensen has purchased 90% ownership of the Company for \$90.

Donald C. L. Jensen has becoming the managing member of the Company

3. Ratification. The Company's Operating Agreement, as amended, is hereby ratified, confirmed and approved by the Member(s).

The undersigned hereby affirm(s) that he/she/they is (are) the Member(s) of the Company and that the facts stated in this First Amendment to the Company's Operating Agreement are true.


Member

SECOND AMENDMENT

TO

OPERATING AGREEMENT

OF

Jensen Consulting and Development, LLC

THIS SECOND AMENDMENT TO THE OPERATING AGREEMENT is make, adopted

And executed this 1 day of January 2017 by undersigned person (s).

All the capitalized words and terms in the Amendment shall have the meaning ascribed to them in the Operating Agreement of Jensen Consulting and Development, LLC.

1. Name. The name of the limited liability company is Jensen Consulting and Development, LLC (sometimes referred to as the "Company").
2. Amendments. The Company's Operating Agreement is amended as follows:

Donald C. L. Jensen has purchased the remaining 10% of ownership of the company for \$36,000 paid out over the next 36 months at \$1,000 per month.

Donald C.L. Jensen is still the managing member of the Company.

3. The Principle Place of Business address change: 6912 Wheatland Ln N, Keizer, OR 97303
4. Ratification. The Company's Operating Agreement, as amended, is hereby ratified, confirmed and approved by Member(s).

The undersigned hereby affirm(s) that they are Members of the company and that the facts stated in this Second Amendment to the Company's Operating Agreement are true.



Donald C. L. Jensen (Managing Member)

THIRD AMENDMENT
TO
OPERATING AGEEMENT
OF

Jensen Consulting and Development, LLC

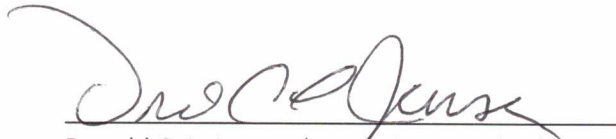
THIS THIRD AMENDMENT TO THE OPERATING AGREEMENT is made, adopted

And executed this 4th day of March 2019 by undersigned person (s).

All the capitalized words and terms in the Amendment shall have the meaning ascribed
to them in the Operating Agreement of Jensen Consulting and Development, LLC.

1. Name. The name of the limited liability company is Jensen Consulting and Development, LLC (sometimes referred to as the "Company").
2. The Principle Place of Business address change: **5190 Kale St NE Salem, OR 97305**
3. Ratification. The Company's Operating Agreement, as amended, is herby ratified, confirmed and approved by Member(s).

The undersigned herby affirm(s) that they are Members of the company and that the facts stated in this Third Amendment to the Company's Operating Agreement are true.


Donald C. L. Jensen (Managing Member)