

OPERATING AGREEMENT
OF

071500, LLC

A Wyoming LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT (“Agreement”) of **071500, LLC**, a Wyoming limited liability company (the “Company”) is entered into and effective as of _____ December 1 _____, 2020, by and between each of the persons named in Exhibits “A” and “B” hereto (referred to individually as a “Member” and collectively as the “Members”).

EXPLANATORY STATEMENT

The Members of the Company have agreed to organize a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein made and intending to be legally bound hereby, the parties agree to amend and restate the Operating Agreement in its entirety to read as follows:

ARTICLE 1
DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article or elsewhere in this Agreement. Capitalized terms not defined in this Agreement shall have the meaning specified in the ACT.

“**Act**” means the Wyoming limited liability company ACT, as amended from time to time.

“**Affiliate**” of a Member means (1) any Person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Member. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through membership, ownership of voting securities, by contract, or otherwise.

“**Agreement**” or “Operating Agreement” shall mean this Operating Agreement of 071500LLC, a Wyoming limited liability company.

“**Assignee**” means a person who has acquired a Member’s Economic Interest in the Company, by way of a Transfer in accordance with the terms of this Agreement, but who has not become a Member.

“**Assigning Member**” means a Member who by means of a Transfer has transferred an Economic Interest in the Company to an Assignee.

“Available Cash” means all net revenues from the Company’s operations, including net proceeds from all sales, refinancings, and other dispositions of Company property that the Members deem in excess of the amount reasonably necessary for the operating requirements of the Company, including debt reduction and Reserves.

“Capital Account” means, as to any Member, the account reflecting the capital interest of the Member in the Company, consisting of the Member’s initial Capital Contribution maintained and adjusted in accordance with Article 3, Section 3.3.

“Capital Contribution” means, with respect to any Member, that amount of money and the Fair Market Value of any property (other than money) contributed to the Company (net of liabilities secured by such contributed property that the Company is considered to assume or take “subject to” under IRC Section 752), or the amount of a promissory note or other binding obligations to contribute cash of property or to perform services. A Capital Contribution shall not be deemed a loan.

“Capital Event” means a sale or disposition of any of the Company’s capital assets, the receipt of insurance and other proceeds derived from the involuntary conversion of Company property, the receipt of proceeds from a refinancing of Company property, or a similar event with respect to Company property or assets.

“Class” means the classes into which the Membership Interests may be classified or divided from time to time pursuant to the provisions of this Agreement.

“Class A Member” means any Member holding Class A Membership Interests.

“Class A Membership Interest” means any Membership Interest classified as such pursuant to the provisions of this Agreement.

“Class B Member” means any Member holding Class B Membership Interests.

“Class B Membership Interest” means any Membership Interest classified as such pursuant to the provisions of this Agreement.

“Code” or **“IRC”** means the Internal Revenue Code of 1986, as amended, and any successor provision.

“Company” means 071500 Partners, LLC, a Wyoming limited liability company.

“Confidential Information” is defined in Article 10, Section 10.2.

“Days” means calendar days unless otherwise stated herein.

“Economic Interest” means a Person’s right to share in the income, gains, losses, deductions, credit or similar items of, and to receive distributions from, the Company, but does not include any other rights of a Member, including the right to vote or to participate in management.

“Encumber” means the act of creating or purporting to create an Encumbrance, whether or not perfected under applicable law.

“Encumbrance” means, with respect to any Membership Interest, or any element thereof, a mortgage, pledge, security interest, lien, proxy coupled with an interest (other than as contemplated in this Agreement), option, or preferential right to purchase.

“Gross Asset Value” means, with respect to any item of property of the Company, the item’s adjusted basis for federal income tax purposes, except as follows:

(a) The Gross Asset Value of any item of property contributed by a Member to the Company shall be the fair market value of such property, as mutually agreed by the contributing Member and the Company; and

(b) The Gross Asset Value of any item of Company property distributed to any Member shall be the fair market value of such item of property on the date of distribution.

“Initial Membership Interest” with respect to any Member, means the Initial Membership Interest of such Member as set forth on Exhibit “A”.

“Involuntary Transfer” means, with respect to any Membership Interest, or any element thereof, any Transfer or Encumbrance, whether by operation of law, pursuant to court order, foreclosure of a security interest, execution of a judgment or other legal process, or otherwise, including a purported transfer to or from a trustee in bankruptcy, receiver, or assignee for the benefit of creditors.

“Losses” See **“Profits and Losses”**

“Managing Member” means the individuals or entities identified in Paragraph 5.1.

“Meeting” is defined in Article 7, Section 7.1.

“Member” means a Person who executes this Agreement when acting in his or her capacity as a Member of the Company and any Person who otherwise acquires a Membership Interest, as permitted under this agreement, and who remains a Member.

“Membership Interest” means the interest of a Member in the Company, expressed as a pro rata portion of one hundred percent (100%), including a Member’s: (i) right to receive allocations of Profit and Loss, Distributions, returns of capital and distribution of assets upon a dissolution of the Company, (ii) right, if any, to vote on, or to consent to, or approve or disapprove, certain actions or decisions regarding the Company as provided in this Agreement and the Operating Agreement or under the Act and (iii) Initial Membership Interest, if any. Membership Interest is further defined in Article 2, Section 2.8.

“Notice” means a written notice required or permitted under this Agreement. A notice shall be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to Federal Express, United Parcel Service, DHL WorldWide Express, or Airborne Express, for overnight delivery, charges prepaid or charged to the sender’s account; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been

successfully transmitted; or when delivered to the home or office of a recipient in the care of a person whom the sender has reason to believe will promptly communicate the notice to the recipient.

“Percentage Interest” See ***“Membership Interest”***.

“Person” means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Priority Return/Return” means the cumulative eight percent (8%) per annum return on each Members adjusted capital investment, for the period from the date of their Capital Contribution until the return of their invested capital.

“Profits and Losses” means, for each fiscal year or other period specified in this Agreement, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with IRC Section 703(a).

“Regulations” (“Reg”) means the income tax regulations promulgated by the United States Department of the Treasury and published in the Federal Register for the purpose of interpreting and applying the provisions of the Code, as such Regulations may be amended from time to time, including corresponding provisions of applicable successor regulations.

“Successor in Interest” means an Assignee, a successor of a Person by merger or otherwise by operation of law, or a transferee of all or substantially all of the business or assets of a Person.

“Transfer” means, with respect to a Membership Interest, or any element of a Membership Interest, any sale, assignment, gift, Involuntary Transfer, or other disposition of a Membership Interest or any element of such a Membership Interest, directly or indirectly, other than an Encumbrance that is expressly permitted under this Agreement.

“Vote” means a written consent or approval, a ballot cast at a Meeting, or a voice vote of Class A Members.

“Voting Interest” means the right of Class A Members to Vote or participate in management and any right to information concerning the business and affairs of the Company provided under the Act, if any, except as limited by the provisions of this Agreement. A Class A Member’s Voting Interest shall be directly proportional to that Class A Member’s Percentage Interest.

ARTICLE 2

FORMATION AND ORGANIZATION

2.1 Organization. The Class A Members have organized a limited liability company pursuant to the terms of the Act and the provisions of this Agreement, and have caused Articles of Organization to be prepared, executed and filed with the Secretary of State of the State of Wyoming.

2.2 Company Name. The name of the Company is 071500, LLC.

2.3 Principal Executive and Business Offices. The principal executive office of the Company shall be at 401 Agate St Kemmerer, Wy 83101, or such other place or places as determined by a Majority of Class A Members.

2.4 Registered Agent. The initial registered agent for service of process on the Company shall be Roger N. Behle, 575 Anton Boulevard, Suite 710, Costa Mesa, Wyoming 92626. A majority of the Class A Members entitled to Vote may from time to time change the Company's registered agent for service of process.

2.5 Purpose. The Company is formed for the purpose of manufacture, distribution and sale of health and dietary supplements, but may engage in any lawful act or activity for which a limited liability company may be organized under the Act.

2.6 Limited Liability Company. The Members intend the Company to be a limited liability company under the Act, classified as a partnership for federal and, to the maximum extent possible, any state income taxes. No Member shall take any action inconsistent with the express intent of the parties to this Agreement.

2.7 Term of Company's Existence. The term of existence of the Company shall commence on the effective date of filing of the articles of organization with the Wyoming Secretary of State, and shall continue until terminated by the provisions of this Agreement or as provided by law.

2.8 Membership Interests.

2.8.1 Classes of Membership Interests. Membership Interests shall initially be divided into two Classes, "Class A Membership Interests" and "Class B Membership Interests". Except as expressly provided in this Agreement to the contrary: (i) any reference to "Membership Interest" shall include the Class A Membership Interests and Class B Membership Interests, and (ii) any reference to "Members" shall include the Class A Members and the Class B Members.

2.8.2 Class A Membership Interests. As of the date of this Agreement, Class A Membership Interests are owned by the Class A Members set forth on Exhibit "A".

2.8.3 Class B Membership Interests. The Class B Membership Interests shall be special Classes of Membership Interests in the Company representing only: (i) the right to participate in allocations of Profits and Losses of the Company and to receive Distributions from the Company in accordance with the terms of this Agreement, and (ii) such other rights expressly provided to the Class B Membership Interests under this Agreement. Each Class B Member, by execution of this Agreement or acceptance of the benefits of the Class B Membership Interests, as the case may be, hereby acknowledges and agrees that:

Except as may be expressly provided in this Agreement, no Class B Member in his or her capacity as such shall have any right to participate in the management of the business and affairs of the Company or to vote on or approve of any matters requiring the consent or approval of the Members, including any matter requiring the unanimous or other consent of the Members or any class of Members under the Act.

2.8.4 Admission of Additional Members. The Class A Members, by majority vote, are authorized to cause the Company to issue new Classes of Membership Interests at any time to existing Members or to other Persons and to admit such other Persons to the Company as additional Members subject to the terms and conditions of this Agreement. The Class A Members shall have complete discretion to determine, with respect to such new Classes, the designations, preferences and relative rights, powers and duties of such new Class including, without limitation: (i) the allocation of items of Company income, gain, loss, deduction and credit to each such Class, (ii) the rights of each such Class upon dissolution and liquidation, (iii) the Distribution Interest of such Class, (iv) the terms and conditions upon which each such Class will be issued, subject to repurchase, and assigned or transferred; and (v) the right of each such Class to vote on Company matters, including matters relating to the relative rights, preferences and privileges of each such Class. Upon or prior to the issuance of any Class, the Class A Members may, by majority vote, amend any provision of this Agreement as the Class A Members determine necessary or appropriate in order to reflect the authorization and issuance of each such Class And the relative rights and preferences as to the matters set forth herein, provided that such amendment does not disproportionately reduce the rights of the Class B Members hereunder in any material respect without consent from a majority of the holders of such Membership Interests (it being understood that the creation of a new Class of Membership Interests in connection with the funding by the Class A Members of additional contributions and the corresponding adjustment of the sharing of Profits and Losses or distribution interest of any Member shall not in and of itself constitute an amendment giving rise to the rights of the Class B Members pursuant to this Section).

2.8.5 Other Business Interests of Members. Except as otherwise expressly provided herein, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity, **unless** the business or activity competes with the Company's business, as described in Section 10.1. The organization of the Company shall be without prejudice to the Members' respective rights (or the rights of their respective Affiliates) to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliate(s).

ARTICLE 3

CAPITAL AND CAPITAL CONTRIBUTIONS

3.1 Initial Contributions and Membership Interests. The Initial Capital Contributions of the Members, as well as the Percentage Interest of each Member, are listed in Exhibit A, which is made part of this Agreement.

3.2 Subsequent Contributions by Class A Members. No Class A Member shall be obligated to make additional capital contributions unless agreed to by a two-thirds majority vote of all Class A Members entitled to Vote hereunder.

3.3 Capital Accounts. Individual capital accounts shall be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and Company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

3.4 Interest. No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

3.5 Withdrawals. A Member shall not be entitled to withdraw any part of the Member's Capital Contribution or to receive any distributions, whether of money or property from the Company except as provided in this Agreement.

3.6 Limited Liability. A Member shall not be bound by, or be personally liable for the expenses, liabilities or obligations of the Company except as otherwise provided in this agreement or as required by law.

ARTICLE 4 **ALLOCATIONS AND DISTRIBUTIONS**

4.1 Allocations. The Profits and Losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to the relative Percentage Interest of each Member, in the total investment capital of the Company. In no event shall any Class B Member be liable for losses greater than the amount of his or her Contribution, plus any additional Contribution required to be made pursuant to the terms of this Agreement.

4.2 Distributions from Operations. After payment of the management fee required under Paragraph 5.3 hereof, and of all other ongoing and current operating expenses, one hundred percent (100%) of the net operating income shall be distributed to the Class A and Class B Members, in proportion to their actual capital investments, until each Member has received a cumulative Priority Return of eight percent (8%) per annum, based upon such Member's original investment. After distribution to the Members of their then cumulative priority return, then all distributions from Operations shall be made to all Members until each member has received a return of 100% of their original contribution. Thereafter, distributions from Operations shall be as follows: (i) fifty percent (50%) to the Managing Members, and (ii) fifty percent (50%) to all Members, accordance with each Member's percentage interest in the Company. Distributions made in accordance with this Paragraph shall be determined with regard to each Member, on an individual Member by Member basis. Furthermore, all distributions from Operations shall be made in the sole discretion and judgment of the Managing Members.

4.3 Application of Proceeds and Assets on Sale, Refinancing or Termination. On the sale or other disposition or refinancing of the Property, the proceeds, less net costs incurred in connection therewith, and any other unspent contributions by Members, of capital to the

Company, no longer needed to be retained by the Company, shall be applied in the following orders:

4.3.1 First to pay any existing loans.

4.3.2 Second to pay the obligations of the Company.

4.3.3 Third to repay any loans to Company by any Member.

4.3.4 Any remaining proceeds shall be distributed to the Members in proportion to each Member's percentage ownership interest, until each Member has received any portion of the cumulative priority return then due and owing. Thereafter, any remaining funds shall be distributed to all Members, until the Capital Contributions of each Member have been fully repaid. Thereafter, any remaining funds shall be distributed and disbursed fifty percent (50%) to all Managing Members and fifty percent (50%) to the Members, based upon each Member's ownership interest in the Company.

4.4 Impermissible Deficits and Qualified Income Offset. If any Member unexpectedly receives any adjustment, allocation, or distribution described in Reg. Sections 1.704-1(b)(2)(ii)(d)(4), 1.704-1(b)(2)(ii)(d)(5), or 1.704-1(b)(2)(ii)(d)(6), items of Company gross income and gain shall be specially allocated to that Member in an amount and manner sufficient to eliminate any deficit balance in the Member's Capital Account created by such adjustment, allocation, or distribution as quickly as possible. Any special allocation under this Section 4.2 shall be taken into account in computing subsequent allocations of Profits and Losses so that the net amount of allocations of income and loss and all other items shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred. The provisions of this Section 4.2 and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Reg. Sections 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations.

4.5 Unrealized Appreciation and Depreciation. Any unrealized appreciation or unrealized depreciation in the values of Company property distributed in kind to all the Members shall be deemed to be Profits or Losses realized by the Company immediately prior to the distribution of the property and such Profits or Losses shall be allocated to the Members' Capital Accounts in the same proportions as Profits are allocated under Section 4.1. Any property so distributed shall be treated as a distribution to the Members to the extent of the Fair Market Value of the property less the amount of any liability secured by and related to the property. Nothing contained in this Agreement is intended to treat or cause such distributions to be treated as sales for value. For the purposes of this Section 4.3, "unrealized appreciation" or "unrealized depreciation" shall mean the difference between the Fair Market Value of such property and the Company's basis for such property.

4.6 Transfers of Economic Interest. In the case of a Transfer of an Economic Interest during any fiscal year, the Assigning Member and Assignee shall each be allocated the Economic Interest's share of Profits or Losses based on the number of days each held the Economic Interest during that fiscal year.

4.7 Distributions. The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Percentage Interests. The Managing Member(s) shall determine the timing and amount of distributions.

4.8 Limitations on Distributions. The Company shall not make any distributions if, after giving effect to the distribution, either: (a) the Company would not be able to pay its debts as they become due in the usual course of business, or (b) the total assets of the Company would be less than the sum of its total liabilities.

4.9 Disposition of Company Assets. If the proceeds from a sale or other disposition of a Company asset consist of property other than cash, the value of such property shall be as determined by the Members entitled to vote. Such non-cash proceeds shall then be allocated among all the Members in proportion to their Percentage Interests. If such non-cash proceeds are subsequently reduced to cash, such cash shall be distributed to each Member in accordance with Section 4.5.

4.10 Liquidation and Dissolution. Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, or when any Member's interest is liquidated, all items of income and loss first shall be allocated to the Members' Capital Accounts under this Article 4, and other credits and deductions to the Members' Capital Accounts shall be made before the final distribution is made. The final distribution to the Members shall be made to the Members to the extent of and in proportion to their positive Capital Account balances.

ARTICLE 5 **MANAGEMENT**

5.1 Management by Managing Members. Except as otherwise required by a unanimous vote of the Class B Members and the Class A Members of the Company, the business of the Company shall be managed the Class A Members, who shall also be designated and identified as the Managing Members of the Company. The Managing Members shall be solely responsible for the operations of the day-to-day activities of the Company will be conducted by the Officers, who will be agents of the Company. Except as expressly provided by Sections 5.4, below, any Managing Member may bind the Company in all matters, in the ordinary course of business. Class B Members may not bind the Company in the ordinary course of business.

Notwithstanding anything to the contrary, the Managing Members shall have the powers to take the following actions on behalf of the Company: (i) to deal in any and all Company assets, whether real or personal and to perform all acts connected therewith, (ii) to lease, purchase or sale property, real or personal without limitation, (iii) to borrow money on behalf of the Company and as security therefore to encumber all or any part of the Company's Property, (iv) to obtain refinancing of any Deed of Trust or other security device placed against any property or repay the same in whole or in part, (v) to employ from time-to-time persons to render the type of extraordinary services not generally rendered by the Managing Members, including without limitation, accountants, brokers, attorneys, and consultants, some of whom may be affiliated with the Managing Members, (vi) to compromise claims on behalf of the Company, and (vii) to execute, acknowledge and deliver any and all instruments required to effect any of the foregoing.

Notwithstanding anything to the contrary, the signature of all Class A Members shall be required to execute any instrument required to effect the sale, exchange or refinancing or other disposition of the Company's Property. The Class B Members, acting collectively or individually, shall have no right or power to circumvent or restrict any of the foregoing powers of the Managing Members.

5.2 Managing Members/Fees and Salaries/Additional Services. Members acknowledge and agree that the Managing Members (or their affiliates or representatives) shall provide services to the Company, in connection with the day-to-day operations of the Company, and shall be entitled to receive the compensation as set forth under Paragraph 5.3 below. Any such compensation and expenses shall be operating expenses of the Company. The Members further acknowledge and agree that except for such compensation, and except for any reimbursements due and owing to any Class A Members, for advances made on behalf of the Company, the Managing Members' right to compensation from the Company shall be solely to its percentage interests and distributions of net profits as described under Paragraph 4 of this Agreement.

The Members further acknowledge that in addition to the services described above, Class A Members may be engaged to perform ongoing services on behalf of the Company, either as independent contractors or employees of the Company. In such event, the sums paid for any such services shall be commensurate with the usual salaries and fees charged with such services and engagement and shall in addition to any other fees or compensation permitted hereby, including without limitation, the rights to distributions under Paragraph 4 hereof.

5.3 Managing Members Fees.

5.3.1 Management. The Managing Members shall, jointly, receive a fee for management of the Company, equal to two percent (0%) of the net operating income the Company, which fee shall be paid on a quarterly basis.

5.3.2 Other Fees. _____

5.4 Meetings of Managing Members. Regular meetings of the Managing Members are not required but may be held at such time and place the Managing Members deem necessary or desirable for the reasonable management of the Company. Meetings may take place in person, by conference telephone or by any other means permitted under Wyoming law. In addition, actions may be taken without a meeting if all of the Managing Members sign a written consent reflecting the action taken.

5.5 Officers. The Managing Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Managing Members.

5.6 Duties of Management and Voting Members. The only fiduciary duties a Managing Member or Class A Member owes to the Company and the other Members are the duty of loyalty and the duty of care set forth in subdivisions (a) and (b) below:

(a) A Managing Member's or Member's duty of loyalty to the Company and the other members is limited to the following:

(i) To account to the Company and hold as trustee for it any property, profit, or benefit derived by the Managing Member or Class A Member in the conduct or winding up of the Company's business or derived from a use by the Class A Member of Company property, including the appropriation of a Company opportunity, without the consent of the other Members;

(ii) To refrain from dealing with the Company in the conduct or winding up of the Company business as or on behalf of a party having an interest adverse to the Company without the consent of the other Class A Members; and

(iii) To refrain from competing with the Company in the conduct of the Company business before the dissolution of the Company without the consent of the other Class A Members.

(b) A Managing Member's or Class A Member's duty of care to the Company and the other Members in the conduct and winding up of the Company business is limited to refraining from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

5.5 Indemnification of Managing Members, Officers and Class A Members. No Managing Member, Officer or Class A Member of the Company shall be liable, responsible, or accountable, in damages or otherwise, to any other Member or to the Company for any act performed by the Managing Member, Officer or Class A Member with respect to Company matters and within the standard of care specified in Section 5, above. The Company shall indemnify each Managing Member, Class A Member for any act performed by each Class A Member with respect to Company matters, in accordance with Article 11, Section 11.1, unless such act constitutes grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

5.6 Assets Held in Name of Company. All assets of the Company, whether real or personal, shall be held in the name of the Company.

ARTICLE 6

ACCOUNTS AND ACCOUNTING

6.1 Bank Accounts. The Managing Members are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

6.2 Maintenance of Books and Records.

6.2.1 Complete books of account of the Company’s business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company’s principal executive office or other office as determined by the sole discretion of the Managing Member, and shall be open to inspection and copying on reasonable notice by any Member or Managing Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member or Managing Member. The costs of such inspection and copying shall be borne by the Member or Managing Member.

6.2.2 At all times during the term of existence of the Company, and beyond that term if the Managing Members deems it necessary, the Managing Members shall keep or cause to be kept the following:

- (a) A current list of the full name and last known business or residence address of each Member and Managing Member, together with the Capital Contribution and Percentage Interest of each Member, in alphabetical order;
- (b) A copy of the Company’s articles of organization, as amended;
- (c) Copies of the Company’s federal, state, and local income tax or information returns and reports, if any, for the six most recent taxable years;
- (d) An original executed copy or counterparts of this agreement, as amended;
- (e) Financial statements of the Company for the six most recent fiscal years.

6.3 Income Tax Returns. Within sixty (60) days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company’s federal, state, and local income tax or information returns for such year.

6.4 Tax Matters Member. Denise Behle or Curt Behle shall act as tax matters member of the Company to represent the Company (at the Company’s expense) in connection with all examinations of the Company’s affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

ARTICLE 7
MEETINGS OF CLASS A MEMBERS

7.1 Meetings of and Voting by Class A Members. Class A Members shall have the right and power to vote on all matters with respect to which this Agreement or Wyoming law requires or permits such Member action. Each Class A Member shall be entitled to vote his or her Percentage Interest in the Company. Except as expressly provided by Section 5.4, above, or unless otherwise stated in this Agreement or under Wyoming law, for purposes of voting on matters, at any meeting of the Class A Members at which a quorum is present, the vote a majority of the Class A Membership Interests shall be required to approve or carry an action. The Members are not required to hold formal meetings, and decisions may be reached through one or more informal consultations followed by agreement among a Majority of Members, provided that all Members are consulted (although all Members need not be present during a

particular consultation), or by a written consent stating the action to be taken and signed by the holders of the minimum Percentage Interests needed to approve the action. In the event that Class A Members wish to hold a formal meeting (a “Meeting”) for any reason, the following procedures shall apply:

(a) The Managing Member(s) or any two Class A Members may call a Meeting by giving Notice of the time and place of the Meeting, and the purpose or purposes for which the meeting is called, to each Class A Member not less than five (5) business days before the date of the meeting. The Notice need not specify the purpose of the Meeting, or the location if the Meeting is to be held at the principal executive office of the Company.

(b) A quorum will be present at any meeting of the Class A Members if the holders of at least sixty percent (60%) of the Class A Membership Interests are represented at the meeting in person or by proxy. Once a quorum is present at the meeting, the Class A Members represented in person or by proxy and entitled to vote at the meeting may conduct such business as properly may be brought before the meeting.

(c) The transactions of the Class A Members at any Meeting, however called or noticed, or wherever held, shall be as valid as though transacted at a Meeting duly held after call and notice if a quorum is present and if, either before or after the Meeting, each Class A Member not present signs a written waiver of Notice, a consent to the holding of the Meeting, or an approval of the minutes of the Meeting.

(d) Any action required or permitted to be taken by the Class A Members under this Agreement may be taken without a Meeting if a written consent to such action is signed by the holder(s) of Class A Membership Interests constituting not less than the minimum amount of Class A Membership Interests that would be required to authorize or take such action at a meeting at which the holders of all Class A Membership Interests entitled to vote on the action were present and voted. Any such approved action shall be effective immediately, unless stated otherwise in the written consent. The Company shall give prompt notice to all Class A Members of any action approved by Class A Members by less than unanimous consent.

(e) Class A Members may participate in the Meeting through the use of a conference telephone or similar communications equipment, provided that all Class A Members participating in the Meeting can hear one another.

(f) The Managing Member(s) shall keep or cause to be kept with the books and records of the Company full and accurate minutes of all Meetings, Notices, and waivers of Notices of Meetings, and all written consents in lieu of Meetings.

7.2 Vote In Person or By Proxy. At all Meetings of Class A Members, a Member may Vote in person or by written Proxy. Such proxy shall be filed with the Managing Member before or at the time of the Meeting, and may be filed by facsimile transmission to the Managing Member at the Company’s business office, or such other address as may be given by a Majority of Class A Members to the Class A Members for such purposes.

7.3 Record Date. The record date for determining the Class A Members entitled to Notice of any Meeting, to vote, or to exercise any right in respect of any other lawful action, shall be the date set by vote of the Class A Members, provided that such record date shall not be

more than sixty (60), nor less than ten (10) days prior to the date of the Meeting, nor more than sixty (60) days prior to any other action.

ARTICLE 8

WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTEREST

8.1 Withdrawal. A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the Class A Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 8.2 below. A Member that withdraws pursuant to this Section 8.1 shall be entitled to a distribution in an amount equal to Member's Capital Account.

8.2 Right of First Refusal. If any Member desires to sell or transfer his or her Membership Interest, such Member shall first offer such Membership Interest (the "Offered Interest") to the Company and the non-transferring Class A Members (the "Remaining Class A Members") and then to the other non-transferring Members (the "Remaining Members") in accordance with the following provisions:

8.2.1 Such Member shall deliver a written notice ("Option Notice") to the Managing Member of the Company stating (i) such Member's bona fide intention to transfer the Offered Interest, (ii) a description of the Offered Interest to be transferred, (iii) the purchase price and terms of payment for which the Member proposes to transfer such Offered Interest, and (iv) the name and address of the proposed transferee.

8.2.2 Promptly on receipt of the Option Notice, the Managing Member shall forward a copy of the notice to each Member, and within twenty (20) days thereafter a meeting of the Class A Members shall be duly called, noticed and held to consider the proposed sale or transfer.

8.2.3 Within thirty (30) days following the Company's receipt of the Option Notice, the Company will either consent, or not consent, to any pledge, hypothecation or encumbrance of the Membership Interest. As to any other transaction, the Company will have the right, but not the obligation, to elect to purchase all or any part of the Offered Interest upon the price and terms of payment designated in the Option Notice. Such right shall be exercised by a vote or consent of a majority of the Class A Membership Interests. If the Option Notice provides for the payment of non-cash consideration, the Company may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the non-cash consideration offered as determined by the disinterested Managing Members.

8.2.4 If the Company exercises such right within such thirty (30) day period, the Managing Members shall give written notice of that fact to the transferring and Remaining Members. The Company shall pay the purchase price in the manner provided in the agreement/terms of sale to the proposed transferee or as set forth in any transfer document(s) accompanying the notice, at the discretion of the Managing Members.

8.2.5 If the option is not exercised by the Company on the entire Offered Interest proposed to be transferred within the thirty (30) day period described above, or before that time should the Company determine to purchase or obtain none or only a portion of the Offered Interest, the Managing Member will, within five (5) business days thereafter, mail or

deliver to the Remaining Class A Members a copy of the notice and a notice of the portion of the Offered Interest available for purchase by the Remaining Class A Members by reason of the Company's prior determination ("Class A Members Option Notice").

8.2.6 The Remaining Class A Members will then have the right, but not the obligation, to elect to purchase any remaining portion of the Offered Interest upon the price and terms of payment designated in the Class A Members Option Notice, in accordance with the following: If the Option Notice provides for the payment of non-cash consideration, such purchasing Class A Members each may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the non-cash consideration offered as determined by the disinterested Managing Members. The Remaining Class A Members will exercise their purchase rights by delivering to the Manger, within fifteen (15) days after the date of the Class A Members Option Notice, given under Section 8.2.5, above, a written election to purchase a portion of the remaining Offered Interest. The failure of any Remaining Class A Member to submit a notice within the applicable period shall constitute an election on the part of that Class A Member not to purchase any of the remaining Offered Interest. Each Remaining Class A Member so electing to purchase shall be entitled to purchase a portion of such remaining Offered Interest in the same proportion that the Percentage Interest of such Class A Member bears to the aggregate of the Percentage Interests of all of the Remaining Class A Members electing to so purchase the remaining Offered Interest. In the event any Remaining Class A Member elects to purchase none or less than all of his, her or its pro rata share of such remaining Offered Interest, then the other Remaining Class A Members can elect to purchase more than their pro rata share.

8.2.7 If the option is not exercised by the Remaining Class A Members on all the remaining Offered Interest set forth in the Class A Members Option Notice within the fifteen (15) day period, or before that time should the Remaining Class A Members determine to purchase or obtain none or only a portion of the Offered Interest, the Managing Member will, within five (5) business days thereafter, mail or deliver to the Remaining Members a copy of the Option Notice and include a notice of the portion of the Offered Interest available for purchase by the Remaining Members by reason of the Company's and Class A Member's prior determination ("Remaining Members Option Notice").

8.2.8 The Remaining Members shall have the right, but not the obligation, to elect to purchase any remaining share of the remaining Offered Interest upon the price and terms of payment designated in the Option Notice, in accordance with the following: If the Option Notice provides for the payment of non-cash consideration, such purchasing Members each may elect to pay the consideration in cash equal to the good faith estimate of the present fair market value of the non-cash consideration offered as determined by the disinterested Managing Members.

8.2.9 The Remaining Members will exercise their purchase rights by delivering to the Manger, within fifteen (15) days after the date of the Remaining Members Option Notice given under Section 8.2.7, above, a written election to purchase a portion of the remaining Offered Interest. The failure of any Remaining Member to submit a notice within the applicable period shall constitute an election on the part of that Member not to purchase any of the remaining Offered Interest. Each Member so electing to purchase shall be entitled to purchase a portion of the remaining Offered Interest in the same proportion that the Percentage Interest of such Member bears to the aggregate of the Percentage Interests of all of the Members electing to

so purchase the remaining Offered Interest. In the event any Remaining Member elects to purchase none or less than all of his, her or its pro rata share of such remaining Offered Interest, then the other Remaining Members can elect to purchase more than their pro rata share.

8.2.10 If the Company and the Remaining Members elect to purchase or obtain any or all of the Offered Interest, then the closing of such purchase shall occur within ninety (90) days after receipt of such notice and the transferring Member, the Company, the Remaining Class A Members, and/or the Remaining Members who have elected to purchase shall execute such documents and instruments and make such deliveries as may be reasonably required to consummate such purchase.

8.2.11 If the Company, Remaining Class A Members and the Remaining Members elect not to purchase or obtain, or default in their obligation to purchase or obtain, all of the Offered Interest, then the transferring Member may transfer the portion of the Offered Interest not so purchased, to the proposed transferee, providing such transfer: (i) is completed within thirty (30) days after expiration of the Remaining Members notice period and (ii) is made on terms no less favorable to the transferring Member than as designated in the Option Notice, and (iii) complies with securities and tax requirements. No transfer of the Offered Interest shall be made after the end of the thirty (30) days, nor shall any change in the terms of transfer be permitted without a new notice of intention to transfer and compliance with the requirements of this Section 8.2.

8.2.12 No Member shall be required to comply with the foregoing in connection with any transfer of his Membership Interest to or from his family trust.

8.3 Membership Interest Not Registered or Qualified Under Securities Laws. The sale of Membership Interests in the Company has not been qualified or registered under the securities laws of any state, or registered under the Securities Act of 1933, as amended, in reliance upon exemptions from the registration provisions of those laws. Nor has the Company made any attempt to qualify the offering and sale of Membership Interests to Members under any federal or state securities laws, also in reliance upon an exemption from the requirement that registration or qualification be procured. Notwithstanding any other provision of this Agreement, Membership Interests may not be Transferred or Encumbered unless registered or qualified under applicable state and federal securities law or unless, in the opinion of legal counsel satisfactory to the Company, such qualification or registration is not required. The Member who desires to transfer a Membership Interest shall be responsible for all legal fees incurred in connection with said opinion.

8.4 Restrictions on Transfer. Subject to compliance with Section 8.2 and 8.3 above, a Member may transfer his or her Membership Interest to any other Person without the consent of any other Member. An assignee which acquires a Membership Interest in accordance with this section shall be admitted as a Member of the Company after the assignee has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit E.

ARTICLE 9

DISSOLUTION AND WINDING UP

9.1 Dissolution. The Company shall be dissolved upon the first to occur of the following events:

- (a) The unanimous written agreement of the Class A Membership Interests to dissolve the Company.
- (b) The sale or other disposition of substantially all of the Company's assets.
- (c) Such other time as is required by law.

9.2 No Automatic Dissolution Upon Certain Events. Neither the death, incapacity, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

9.3 Procedure for Winding Up and Dissolution. On the dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Managing Member shall wind up the affairs of the Company. The Persons winding up the affairs of the Company shall give written Notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to Members) the remaining assets of the Company shall be distributed or applied in the following order of priority:

- (a) To pay the expenses of liquidation.
- (b) To repay outstanding loans to Members, if any. If there are insufficient funds to pay such loans in full, each Member shall be repaid in the ratio that the Member's respective loan, together with interest accrued and unpaid thereon, bears to the total of all such loans from Members, including all interest accrued and unpaid on those loans. Such repayment shall first be credited to unpaid principal and the remainder shall be credited to accrued and unpaid interest.
- (c) Among the Members in accordance with the provisions of Article 4, Section 4.7.

9.4 Return of Member Investment on Dissolution. Each Member shall look solely to the assets of the Company for the return of the Member's investment, and if the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the investment of any Member, such Member shall have no recourse against any other Members for indemnification, contribution, or reimbursement.

9.5 Filing of Required Certificates. Upon completion of winding up the affairs of the Company, the Managing Member shall promptly file all documents required by the Secretary of State of the State of Wyoming and an other state in which the Company has registered to do business.

ARTICLE 10 NONCOMPETITION AND CONFIDENTIALITY

10.1 Each Member hereby covenants with the Company and each other Member that while a Member of the Company, and on the Transfer of the Member's Membership Interest, whether voluntary, involuntary, by operation of law, or by reason of any provision of this Agreement, the Member will not, directly or indirectly, through an Affiliate or otherwise do any

of the following any where in the United States or elsewhere where the Company conducts its business, for a period of two (2) years following the date of the Transfer:

(a) Engage in any business in any way similar to or competitive with the business of the Company.

(b) Enter into any agreement or understanding, written or oral, relating to the services of any employee of the Company.

(c) Solicit the business of, enter into any agreement, written or oral, or otherwise deal with any customers of the Company, who were such at the time of the Transfer.

(d) Use or disclose in any manner any Confidential Information.

10.2 “Confidential Information” means all trade secrets, “know-how”, trademarks, service marks, customer lists, pricing policies, operational methods, programs, financial and other business information of the Company created, developed, produced, or otherwise arising before the date of the Transfer.

10.3 Each Member hereby stipulates that a breach of the provisions of this Article 10 will result in irreparable damage and injury to the Company for which no money damages could adequately compensate it. If the Member breaches the provisions of this Agreement, in addition to all other remedies to which the Company may be entitled, and notwithstanding the provisions of Article 11, Section 11.2, the Company shall be entitled to an injunction to enforce the provisions of this Agreement, to be issued by any court of competent jurisdiction, to enjoin and restrain the Member and each and every Person concerned or acting in concert with the Member from the continuance of such breach. Each Member expressly waives any claim or defense that an adequate remedy at law might exist for any such breach.

10.4 If the provisions contained herein shall be deemed to exceed the time or geographic limits or any other limitation imposed by applicable law in any jurisdiction, then such provision shall be deemed reformed in such jurisdiction to the maximum extent permitted by applicable law.

ARTICLE 11

INDEMNIFICATION AND ARBITRATION

11.1 Indemnification. The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Managing Member, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, a Managing Member, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person’s conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the

Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Class A Members.

“Proceeding,” as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

11.2 Expenses. Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members or Managing Members, as the case may be, who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

“Expenses,” as used in this section, includes, without limitation, attorney fees and expense of establishing a right to indemnification, if any, under this section.

ARTICLE 12
GENERAL PROVISIONS

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

12.2 Entire Agreement; Amendment. This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

12.3 Governing Law; Severability. This agreement shall be construed and enforced in accordance with the internal laws of the State of Wyoming. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this agreement shall remain in effect.

12.4 Attorneys' Fees and Costs. If any party commences or is made a party to any litigation, arbitration, mediation or other judicial or administrative proceeding (“proceeding”) to enforce, interpret or obtain a declaration of rights under this Agreement, the prevailing party in such proceeding shall be entitled to recover from the other party all reasonable attorneys' fees,

costs and expenses incurred in connection with such proceeding or any appeal or enforcement of any judgment obtained in any such proceeding. Any judgment or order entered in any proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment or order. This attorneys' fees provision is intended to be severable from the other provisions of this Agreement, shall survive any judgment or order entered in any proceeding and shall not be deemed merged into any such judgment or order.

12.5 Waiver. No waiver shall be deemed to have been made by either party hereto unless expressed in writing and signed by the waiving party. The failure of either party to insist in any one or more instances upon strict performance of any term or provision of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, or election, but the same shall continue and remain in full force and effect. No waiver by either party of any one or more of its rights or remedies under this Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy hereunder or at law. All remedies afforded in this Agreement shall be taken and construed as in addition to every other remedy available at law or in equity.

12.6 Notice. Except as otherwise provided in this Agreement, any notice, request, demand and other communication under this Agreement shall be in writing and shall be deemed received upon personal delivery or on the day received after mailed if mailed to the party to whom notice is to be given, by certified mail, return receipt requested at the addresses set forth at the signature page of this Agreement. Notices, requests, or demands may also be given by facsimile transmission to the respective facsimile numbers given by the parties to each other, and any such notice, request or demand shall be deemed to be delivered upon receipt, provided successful transmission of any such facsimile is confirmed by telephone by the receiving party. Any party may change its address for purposes of this paragraph by giving the other party written notice of a new address in the manner set forth above. Whenever notice is required to be given by either party, then such notice shall be delivered to the address for the party as set forth at the signature page of this Agreement.

12.7 Headings for Convenience Only. The headings preceding the text of any Section or Schedule of this Agreement are provided for convenience and reference only and are not to be used in construing the Agreement.

12.8 Construction. The language in this Agreement shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to revise the Agreement, and agree the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in its interpretation.

12.9 Estoppel Certificate. Each Member shall, within ten (10) days after written request by an Member, deliver to the requesting Member a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by such Member, or if there is a default, the nature or extent thereof.

12.10 Binding Effect. This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

12.11 Number and Gender. Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

12.12 No Third Party Beneficiary. This agreement is made solely for benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

12.13 Waiver of Right to Jury Trial. Each party hereto expressly waives any and all rights to a jury trial, and agrees that any and all disputes hereunder will be resolved by trial without a jury.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement on the day and year first above written.

MANAGING MEMBER/CLASS A MEMBER:

071500, LLC,

a Wyoming Limited Liability Company,

By _____ Roger Behle Jr. _____

Roger Behle Jr 12/17/2020

Its _____ Member _____

By _____ Curt Behle _____

Curt Behle 12/17/2020

Its _____ Member _____

**SIGNATURE PAGE OF CLASS B MEMBERS TO
OPERATING AGREEMENT OF
071500, LLC**

Dated: _____

Signature

Social Security Number/Taxpayer I.D. No.:

Name: _____

Driver's License No.:

Residence/Address: _____

Total Cash Contribution: _____

If joint ownership, check one:

- Joint Tenant with right of survivorship
- Tenants-In-Common
- Community Property

If fiduciary corporation, check one:

- Trust
- Estate
- Corporation
- Partnership
- Power of Attorney
- Limited Liability Company

EXHIBIT A

**TO
OPERATING AGREEMENT OF
071500, LLC**

CLASS A MEMBERS

<u>Name and Address of Member</u>	<u>Class of Membership</u>	<u>Membership Interest</u>
____ Curt Behle ____ 436 Forest View dr Driggs Id, 83422_	Class A	_50_%
Tel: 8583610888		

____ Denise Behle 5595 Blue Ridge Dr Yorba Linda, ca 92887 _____	Class A	_50_%
Tel: 714-381-7525		

_____	Class A	__%
Tel:		

_____	Class A	__%
_____	Class A	__%
Tel:		

		__%

**EXHIBIT B
TO
OPERATING AGREEMENT OF
071500, LLC**

CLASS B MEMBERS

<u>Name and Address of Member</u>	<u>Class of Membership</u>	<u>Membership Interest</u>
_____	Class B	__%
Tel: ----- _____	Class B	__%
Tel: ----- _____	Class B	__%
Tel: ----- _____	Class B	__%
Tel: ----- _____	Class B	__%
Tel: ----- _____	Class B	__%
Tel: ----- _____	Class B	__%
Tel: ----- _____	Class B	__%
Tel: ----- _____	Class B	__%